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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

CHATFIELD GREEN
NKA Trailmark

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHATFIELD GREEN

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHATFIELD GREEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of this 27th day of December, 1997, by ADM-Chatfield Green, LLC, a Colorado limited liability company ("Declarant").

ARTICLE 1

GENERAL

1.1 Common Interest Community. Declarant is the owner of that certain parcel of land located in the County of Jefferson, Colorado, more particularly described on Exhibit A attached hereto, which is defined in this Declaration as the "Property." Declarant intends to develop the Property, subject to the Permitted Exceptions as a high quality, Planned Community of single family attached and detached residential homes and commercial/retail space with a maximum of Eight Hundred Five (805) Lots, in accordance with the terms and provisions of the Colorado Common Interest Ownership Act.

1.2 Purposes of Declaration. This Declaration is executed (a) in furtherance of a common and general plan for the development of the Common Interest Community, as hereinafter defined; (b) to protect and enhance the quality, value, aesthetic, desirability and attractiveness of the Common Interest Community; (c) to provide for an Association as a vehicle to hold, maintain, care for and manage Association Properties, including internal landscaped areas which will benefit all Owners of Lots; (d) to define the duties, powers and rights of the Association; (e) to define certain duties, powers and rights of Owners of Lots within the Common Interest Community; (f) to provide for storm drainage and water quality monitoring; and (g) to comply with and effectuate the terms and provisions of the Act.

1.3 Declaration. Declarant, for itself, its successors and assigns, hereby declares that the Property, and all property which becomes subject to this Declaration in the manner hereinafter provided from the date the same becomes subject to this Declaration, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Property and all property which becomes part of the Common Interest Community; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons having or acquiring any right, title or interest in the Property or in any property which becomes part of the Common Interest Community, or any Improvement thereon, and their heirs, personal representatives, successors or assigns. This Declaration shall be Recorded in every county in which any portion of the Common Interest Community is located and shall be indexed in the grantee's index in the name of ADM-Chatfield Green LLC, a Colorado limited liability company and the Association and in the Grantor's Index in the name of each person or entity executing this Declaration.

ARTICLE 2

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

2.1 Act. "Act" shall mean the Colorado Common Interest Ownership Act as provided in C.R.S. § 38-33.3-101, *et seq.*, as the same may be amended from time to time.

2.2 Administrative Functions. "Administrative Functions" shall mean all functions of the Association as are necessary and proper under this Declaration and the Act and shall include, without limitation, providing management and administration of the Association; providing architectural review services under Article 4 hereof; incurring reasonable attorneys' fees and accountants' fees; obtaining errors and omissions insurance for officers, directors and agents of the Association; obtaining fidelity bonds for any Person handling funds of the Association; paying taxes levied against the Association Properties; incurring filing fees, recording costs, and bookkeeping fees; obtaining and maintaining offices and office furniture and equipment; and performing such other reasonable and ordinary administration tasks associated with operating the Association.

2.3 Agreement for Annexation. "Agreement for Annexation" shall mean a written instrument, substantially in the form attached hereto as Exhibit B, between Declarant and Participating Builders which states that upon conveyance of a Lot from the Declarant or a Participating Builder to a third party such Lot shall be annexed to and made part of the Common Interest Community as more particularly provided herein.

2.4 Annexable Property. "Annexable Property" shall mean that real property more particularly described on Exhibit C attached hereto and which may be annexed to, and made a part of the Common Interest Community as more particularly provided herein.

2.5 Arboretum. "Arboretum" shall mean that certain parcel of land adjacent to the Property, including the Chatfield Arboretum, both as more particularly described in the Arboretum Agreement.

2.6 Arboretum Agreement. "Arboretum Agreement" that certain entitled Agreement Concerning Development of Chatfield Green Subdivision, dated February 23, 1995 and recorded on March 3, 1995, in the office of the clerk and recorder of Jefferson County at Reception No. F0033090, as the same has and will be amended from time to time. In the event of a conflict between the terms of the Arboretum Agreement and this Declaration the Arboretum Agreement shall control.

2.7 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Chatfield Green Homeowners Association which have been or will be filed in the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.8 Assessment. "Assessment" shall mean a Common Assessment, Special Assessment, or a Reimbursement Assessment.

2.9 Association. "Association" shall mean the Chatfield Green Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns.

2.10 Association Properties. "Association Properties" shall mean all real and personal property: (a) now or hereafter owned by the Association including all Common Areas and Improvements;

(b) with respect to which the Association holds an easement or license for the use, care, or maintenance thereof; (c) which is owned by the City or District but with respect to which the Association is responsible for care and maintenance; (d) for which the Association has a right or duty to maintain as set forth in the master subdivision improvement agreement which affecting the Property; or (e) for which the Association has a right or duty to maintain and which is held for the common use and enjoyment of the Members as provided herein, or for such other purposes as may be permitted by this Declaration.

2.11 Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

2.12 Budget. "Budget" shall mean a written, itemized estimate of the income to be derived and the expenses to be incurred by the Association in performing its functions under this Declaration and prepared pursuant to Article 4 of this Declaration.

2.13 Buffer Zone. "Buffer Zone" shall have the meaning as set forth in the Arboretum Agreement.

2.14 Bylaws. "Bylaws" shall mean the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.15 City. "City" shall mean the City of Littleton, Colorado, a home rule city, acting by and through its authorized agents and employees.

2.16 Common Area. "Common Area" shall mean any portions of the Common Interest Community designated on Exhibit D attached hereto and incorporated herein, or on the Plat or any Supplemental Plat as "Open Space" and which is owned or maintained by the Association for the common use and enjoyment of the Members, including, but not limited to, gardens, drainage areas, retention ponds, rights-of-way or other open or landscaped space and easements for the use and benefit of the Owners.

2.17 Common Assessment. "Common Assessment" shall mean the assessments levied against each Owner hereunder and made for the purpose of paying the annual costs of operating the Association, including expenses incurred by the Association in connection with the performance of any Administrative Functions.

2.18 Common Interest Community. "Common Interest Community" shall mean the real property which is described on Exhibit A attached hereto and all other real property which is made subject to the terms and provisions of this Declaration.

2.19 County. "County" shall mean Jefferson County, Colorado.

2.20 Declaration. "Declaration" shall mean this instrument as it may be amended or supplemented from time to time.

2.21 Declarant. "Declarant" shall mean ADM-Chatfield Green LLC, a Colorado limited liability company, its successors and assigns. A Person shall be deemed to be a "successor and assign" of ADM-Chatfield Green LLC, as Declarant, only if specifically designated in a duly Recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. However, a successor to Declarant by

consolidation or merger shall automatically be deemed a successor or assign of Declarant as Declarant under this Declaration.

2.22 Deed of Trust. "Deed of Trust" shall mean a Mortgage.

2.23 Design Review Committee. "Design Review Committee" shall mean the Committee provided for in Article 4 of this Declaration.

2.24 Improvement. "Improvement" shall mean all structures and improvements located upon or made to a Lot and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, the painting of any exterior surfaces of any visible structure, roofing, trash containers, mail boxes, satellite dishes, additions, walkways, outdoor sculptures or artwork, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, exterior air conditioning and water softener fixtures.

2.25 Improvement to Property. "Improvement to Property" shall mean any change, alteration, or addition to any Lot or property located within the Common Interest Community. "Improvement to Property" is more particularly defined in Article IV of this Declaration.

2.26 Leases. "Lease" shall mean and refer to any agreement for the leasing or rental of a Lot, or any dwelling unit located thereon and shall specifically include, without limitation, a month-to-month rental.

2.27 Lot. "Lot" shall mean a physical portion of the Common Interest Community which is designated for separate ownership or occupancy and the boundaries of which are depicted upon the Plat or any Supplemental Plat. For the purposes of conforming the terms and provisions of this Declaration to the terms and provisions of the Act, the term "Lot" shall be analogous to the term "Unit" as that term is defined in the Act. The term Lot shall not include: (a) any property owned by a public body; or (b) Association Properties.

2.28 Maintenance Funds. "Maintenance Funds" shall mean the accounts into which the Board shall deposit monies paid to the Association and from which disbursements shall be made in the performance of the functions of the Association pursuant to Article 8 hereof.

2.29 Master Development Plan. "Master Development Plan" means that certain Development Plan approved by the City on October 29, 1992, and Recorded on January 11, 1993, at Reception No. 93004593, as amended from time to time. It is contemplated that the Property will be developed pursuant to such Master Development Plan, as it may be amended or modified from time to time subject to City approval (which amendment or modification may occur without amending this Declaration), as a planned community in which the development of, and restrictions upon, each portion thereof will benefit each other portion and the whole thereof.

2.30 Member. "Member" shall mean the Person or, if more than one, all Persons collectively, who constitute the Owner of a Lot.

2.31 Membership Interest. "Membership Interest" shall mean each Member's voting percentage with respect to Association matters which shall be equal to a fraction, the numerator of which shall be the number of Lots owned by such Member in the Common Interest Community and the denominator of which shall be the total number of Lots in the Common Interest Community.

2.32 Metro District. "Metro District" shall mean the Chatfield Green Metropolitan District.

2.33 Mortgage. "Mortgage" shall mean any mortgage or deed of trust or other such instrument given voluntarily by the Owner of a Lot, which encumbers such Lot to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. The term "Deed of Trust" when used herein shall be synonymous with the term "Mortgage."

2.34 Mortgagee. "Mortgagee" shall mean a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee.

2.35 Mortgagor. "Mortgagor" shall mean the Person who mortgages his or its property to another (i.e., the maker or grantor of a Mortgage). The term "Mortgagor" shall include a trustor or grantor under a Deed of Trust.

2.36 Notice and Hearing. "Notice and Hearing" shall mean a written notice and public hearing before the Board of Directors or a tribunal appointed by the Board, as may be provided in the Bylaws, in the manner provided by the Bylaws.

2.37 Notice of Completion. "Notice of Completion" shall mean written notice to the Design Review Committee of the completion of any Improvement to Property pursuant to Article 4 of this Declaration.

2.38 Owner. "Owner" shall mean the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.39 Participating Builders. "Participating Builders" shall mean those builders to which Declarant sells Lots, with the understanding that such builders will construct single-family attached or detached residences or retail commercial buildings on such Lots.

2.40 Permitted Exceptions. "Permitted Exceptions" shall mean all encumbrances, liens, restrictions, easements and other items of record which affect the Common Interest Community and which are more particularly described on Exhibit E attached hereto.

2.41 Person. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company or any other entity permitted to hold title to real property pursuant to Colorado law.

2.42 Planned Community. "Planned Community" shall have the same meaning as set forth in the Act.

2.43 Plat. "Plat" shall mean and include the land survey plat which depicts all or a portion of the Common Interest Community and which further depicts and locates thereon the location of Lots, Common Areas and such other items as may be required by the Act. The Plat, and the terms and provisions thereof, are hereby incorporated herein by reference. The term "Plat" shall also include all amendments thereto and such other Supplemental Plats recorded by the Declarant for the purposes of annexing real property to the Common Interest Community.

2.44 Property. "Property" shall mean the real property more particularly described on Exhibit A attached hereto.

2.45 Record or Recorded. "Record" or "Recorded" shall mean the filing for record of any document in the office of the Clerk and Recorder of the County.

2.46 Reimbursement Assessment. "Reimbursement Assessment" shall mean a charge against a particular Owner and such Owner's Lot for the purpose of reimbursing the Association for expenditures and other costs and expenses incurred by the Association which arise from or are related to any actions or violation of the Declaration or the Rules and Regulations by an Owner, together with late charges and interest thereon as more fully provided for herein. 13

2.47 Rules and Regulations. "Rules and Regulations" shall mean rules and regulations adopted by the Board of Directors.

2.48 Special Assessment. "Special Assessment" shall mean a charge against each Owner and such Owner's Lot representing a portion of the costs of the Association for the purpose of funding major capital repairs, maintenance, replacements and Improvements pursuant to the Section of this Declaration entitled "Special Assessments for Capital Expenditures."

2.49 Supplemental Declaration. "Supplemental Declaration" shall mean a written instrument, substantially in the form attached hereto as **Exhibit F**, containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof and which is recorded in conjunction with the annexation of additional real property to the Common Interest Community.

2.50 Supplemental Plat. "Supplemental Plat" shall mean and include any land survey plat which is Recorded by Declarant for the purpose of annexing the real property described thereon to the Common Interest Community.

ARTICLE 3

GENERAL RESTRICTIONS APPLICABLE TO COMMON INTEREST COMMUNITY

All real property within the Common Interest Community shall be held, used, and enjoyed subject to the following limitations and restrictions and subject to the rights and reservations of Declarant set forth in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Board of Directors of the Association or, at the Board's discretion, the Design Review Committee if such strict application would be unreasonably or unduly harsh under the circumstances. Any such modification or waiver must be in writing or be contained in written guidelines or rules promulgated by the Design Review Committee. Violation of any provision of this Article by an Owner shall permit the Association to immediately enter upon the Lot of such Owner to cure such violation or otherwise cause compliance with such provision without the prior written consent of such Owner or without prior written notice to such Owner; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless a clear emergency exists.

3.1 Maintenance of Common Interest Community. No property within the Common Interest Community shall be permitted to fall into disrepair and all property within the Common Interest Community, including any Improvements, shall be kept and maintained in a clean, attractive, and slightly condition. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of the Lot. Maintenance, repair, and upkeep of Association Properties shall be the responsibility of the Association as more particularly provided herein.

3.2 Property Uses. All Lots shall be used for private residential or commercial/retail purposes. No dwelling unit erected or maintained within Common Interest Community shall be used or occupied for any purpose other than for a single-family detached residence, single-family attached residence or for commercial uses which provide goods and services to the general public at retail prices. Notwithstanding the foregoing, business activities associated with the sale of Lots or residences constructed thereon shall be allowed. In addition, in-home businesses not involving the servicing of customers or employees shall be allowed, provided such activities are conducted solely within the residence and do not create or result in any unreasonable, unwarranted, or unlawful use or interference with public rights, including, but not limited to, unreasonable or unwarranted use or interference with public streets, rights-of-way, or sidewalks, or in any other offensive or noxious activities.

3.3 Construction Type. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Lot, except as expressly hereinafter provided for temporary buildings.

3.4 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Common Interest Community, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

3.5 Annoying Sounds or Odors. No sound or odor shall be emitted from any property within the Common Interest Community which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Design Review Committee.

3.6 No Hazardous Activities. No activity shall be conducted on, and no Improvement shall be constructed on, any property within the Common Interest Community which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Common Interest Community and no open fires shall be lighted or permitted on any property within the Common Interest Community except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

3.7 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects, and conditions shall be enclosed within a structure, including snow removal equipment, trash containers and garden or maintenance equipment, except when in actual use.

3.8 Holiday Decorations and Lights. All exterior holiday decorations and lights utilized as seasonal displays must be removed and properly stored in a timely manner following the conclusion of the holiday, but, in no case later than thirty (30) days following the expiration of the holiday.

3.9 Weeds. All yards and open spaces and the entire area of every Lot on which no Improvement has been constructed shall be kept mowed to a maximum height of 6 inches. In addition, each Lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Design Review Committee, is unsightly or causes undue danger of fire.

3.10 Buffer Zone. For those Lots which border and/or are adjacent to the Arboretum, no structures or other Improvements, except sprinkler pipes, landscaping, hedges, plantings, planted trees and shrubs, and fences, provided they comply with Section 3.29 below, shall be installed in that portion of the Lot which is located within the Buffer Zone, as that term is defined in the Arboretum Agreement.

3.11 Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or unless appropriately screened from view, provided that all household refuse shall be kept at all times in a covered container or otherwise protected from wind and wild animals (including without limitation bears, mountain lions, raccoons and other animals native to the area) which covered containers may be placed outside at such times as may be necessary to permit garbage or trash pick-up. Members shall be required to use the garbage removal service designated by and contracted with the Association and shall pay for such garbage removal through the monthly Common Assessments.

3.12 Animals. No animals, livestock, poultry or bees of any kind shall be raised, bred, kept or boarded on the Property, except that the Owner of each Lot may keep a reasonable number of dogs, cats, fish, birds or other domestic animals which are common household pets so long as such pet(s) is/are (i) not kept for any commercial purpose; (ii) kept confined or under restraint at all times and adequately protected from wild animals, including without limitation bears, mountain lions, rattlesnakes, and other animals native to the area; and (iii) not kept in such number or permitted to act in such manner as to create a nuisance. Notwithstanding anything to the contrary contained in the foregoing, the Board shall have, and is hereby granted, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that any Owner is otherwise in violation of this Section; and to take such action or actions as it deems necessary to correct any such violation. It is expressly understood that any Owner's right to keep household pets is coupled with a responsibility for such pets and accordingly, each Owner of a household pet is financially responsible and liable for any damage caused by such pet. By purchasing a Lot in the Common Interest Community, each Owner also acknowledges and accepts that the Common Interest Community is located in prime habitat for wildlife, and therefore shall be prohibited from feeding, watering or otherwise attracting to the Common Interest Community any of such wildlife excepting only birds.

3.13 No Temporary Structures. No tent, shack, temporary structure, or temporary building shall be placed upon any property within the Common Interest Community except with the prior written consent of the Design Review Committee.

3.14 Landscaping Requirement. At the time of, or as soon as reasonably possible following, the construction of Improvements on a Lot, but in any event no later than 6 months or one growing season after substantial completion of Improvements upon a Lot, such Lot shall be suitably landscaped as set forth in the Design Standards, as hereinafter defined. Owners are urged to utilize grass, shrubs and trees which encourage both the minimization of water consumption and the maintenance and the maximization of biological diversity. All such landscaping shall be subject to the approval of the Design Review Committee in accordance with the provisions of Article IV hereof. Thereafter all grass, shrubs and trees shall be kept and maintained in an attractive, healthy, live and growing condition. All dead or diseased grass areas, shrubs and trees shall be promptly removed and replaced with suitable replacement landscaping. Prior to completion of Improvements on a Lot or as soon thereafter as weather conditions will allow, Declarant shall install three trees, of a variety and size of Declarant's choosing, on that portion of the Lot which faces the Arboretum. Following such installation it shall be the Lot Owners responsibility to maintain and replace such trees as required by the Arboretum Agreement. Declarant and/or the Association may require that all Owners use biodegradable and environmentally sensitive lawn and garden fertilizers, pesticides and herbicides. Declarant and/or the Association may also adopt certain rules and regulations as may be deemed necessary and appropriate to implement and comply with the terms of the Arboretum Agreement.

3.15 Restriction on Antennae, Pipes, Utility Lines and Transmitters. Pipes for water, gas, sewer, drainage or other purposes, all wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity, and all utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antenna of any type shall be erected or maintained within the Common Interest Community except as may be approved by the Design Review Committee or as follows. With the approval of the Design Review Committee, a master antenna or cable television antenna may, but need not, be provided for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes. No electronic or radio transmitters of any kind other than garage door openers or cordless telephones shall be operated in or on any structure or within any Lot. An Owner may install and maintain one (1) small satellite dish antenna on the Owner's Lot, subject to the following guidelines: (i) the satellite antenna must be one meter or less in diameter and must resemble or be disguised to resemble other similar devices approved by the Design Review Committee for use within the Common Interest Community; (ii) the satellite antenna is registered with the Design Review Committee within ten (10) days of its installation; (iii) the satellite antenna is installed in accordance with the manufactures' guidelines to insure safe installation; (iv) the satellite antenna must be properly grounded and placed a safe distance from power lines; (v) the satellite antenna must not be visible from the front of the Lot and must be screened from view from adjacent property by an enclosure or shrubbery approved by the Design Review Committee; (vi) the satellite antenna may be used only for personal use of the Owner of the Lot; (vii) when located at ground level, the top of the satellite antenna may not exceed twenty-four inches (24") above grade; (viii) the installation of the satellite antenna must comply with all applicable zoning restrictions, building codes and set-backs (both in the Plat and this Declaration), prior to the installation, the Owner shall provide the Design Review Committee with a copy of the building permit for the installation of the satellite antenna, if required by the local building department; and (ix) no satellite antenna may be installed on the roof of any Improvements on a Lot or on any exterior wall unless the top of the antenna unit does not exceed thirty inches (30") above grade. To the extent that interpretation of this rule is necessary, such interpretation will be undertaken by the Design Review Committee in full compliance with all federal, state and local statutes and regulations, as may be supplemented or amended from time to time.

3.16 Restrictions on Signs and Advertising. No sign, including political signs, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Common Interest Community so as to be evident to public view, except: (a) signs as may be approved in writing by the Design Review Committee; (b) one sign, of a size and design approved by the Design Review Committee, indicating the Lot is protected by a security system or service; (c) if required by law, signs indicating that a legal proceeding or action affecting the Lot has been or will be commenced; or (d) signs, posters, billboards or any other type of advertising device or display erected by Declarant or any Participating Builders incidental to the development, construction, promotion, marketing or sales of Lots within the Common Interest Community. A sign advertising a Lot for sale or for lease may be placed on a Lot; provided, however, that standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the Design Review Committee.

3.17 Restrictions on Mining or Drilling. No property within the Common Interest Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

3.18 Maintenance of Drainage. There shall be no interference with the established drainage pattern over any property within the Common Interest Community except as approved in writing by the Design Review Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown

on any plans approved by the Design Review Committee. The established drainage pattern may include the drainage pattern: (a) from Association Properties over any Lot; (b) from any Lot over the Association Properties; (c) from any property owned by the County or other Persons over any Lot; (d) from any Lot over property owned by the County or other Persons; or (e) from any Lot over another Lot.

3.19 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on property within the Common Interest Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

3.20 Compliance with Laws. Nothing shall be done or kept on any property within the Common Interest Community in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Common Interest Community.

3.21 Further Subdivision of Lots. The Owner of a Lot shall not further subdivide that Lot.

3.22 Restrictions on Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system shall be installed within the Common Interest Community without the prior written consent of the Design Review Committee. Any sewage disposal system installed for property within the Common Interest Community shall be subject to all applicable laws, rules and regulations of any governmental authority having jurisdiction over the Common Interest Community.

3.23 Restrictions on Water Systems. No individual water supply system shall be installed or maintained for any property within the Common Interest Community unless such system is approved in writing by the Design Review Committee and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water and sanitation district or other governmental authority having jurisdiction.

3.24 Restoration in the Event of Damage or Destruction. In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Design Review Committee, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present a pleasing and attractive appearance.

3.25 Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement.

3.26 Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of such activity from the street and from other Lots.

3.27 Storage of Gasoline and Explosives, Etc. No Lot shall be used for the storage of explosives, gasoline or other volatile and/or incendiary materials or devices. Gasoline or fuel for an Owner's lawn mower, snowblower and the like may be maintained on an incidental basis on the Lot in an amount not to exceed five (5) gallons.

3.28 Trailers, Campers and Junk Vehicles. No boat, camper (on or off supporting vehicles), trailer, tractor, truck, industrial or commercial vehicle (both cabs or trailers), towed trailer unit, motorcycle, disabled, junk, or abandoned vehicles, motor home, mobile home, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting or commercial use (collectively

"Recreational Vehicles"), shall be parked or stored in, on, or about any Lot or street within the Common Interest Community except within the attached garage or unless such vehicles are concealed from view and approved by the Design Review Committee. For the purposes of this covenant, a 3/4-ton or smaller vehicle commonly known as a pickup truck shall not be deemed a commercial vehicle or truck. The Association shall have the right to enter an Owner's Lot to remove and store, at such Owner's expense, vehicles in violation of this Section. An Owner shall be entitled to 14 days' written notice prior to such action by the Association. As more fully provided herein, the Board of Directors shall be empowered to enact additional rules and regulations pertaining to the use, parking and storage of Recreational Vehicles within the Common Interest Community.

3.29 Fences Prohibited. No fences shall be constructed along or adjacent to the boundary or lot line of any Lot without the prior approval of the Design Review Committee unless in conformance with standard design specifications previously approved by the Design Review Committee. Privacy fences, security fences, and fences for screening purposes shall also be approved by the Design Review Committee unless in conformance with standard design specifications previously approved by the Design Review Committee. No fencing of a closed design, including, but not limited to, chain linked fencing, shall be permitted on any Lots which are adjacent to the Arboretum, and any fencing, of an open design, installed on such Lots shall be approved by the Design Review Committee and shall comply with the Arboretum Agreement. All fencing shall conform to and be in compliance with the requirements of the Chatfield Activity Center Comprehensive Development Plan, City of Littleton, County of Jefferson, State of Colorado.

3.30 Air Conditioning and Heating Equipment. No heating, air conditioning or refrigeration equipment shall be placed, allowed or maintained anywhere other than on the ground; provided, however, that solar units meeting all governmental guidelines for residential uses may be located on the roof of a residential unit if (a) such solar unit is built into and made an integral part of the roof flashing or the structure of any house constructed on such Lot; and (b) such solar unit is specifically approved by the Design Review Committee in accordance with Article 4 below.

3.31 No Overnight On-Street Parking. The Owner of each Lot in the Common Interest Community shall not cause or permit the vehicles of such Owner, or of any family member, guest or invitee of such Owner, to be parked overnight on any public street adjacent to or within the vicinity of such Owner's Lot. In the event that any vehicle is parked overnight on any public street within the Common Interest Community, the Association shall have the right to tow such vehicle at the sole cost and expense of the Owner of such vehicle. In the event any vehicle towed hereunder belongs to an Owner of a Lot or an immediate family member, guest or invitee thereof, the Owner of the Lot shall be obligated to indemnify the Association for any and all costs and expenses incurred by the Association in connection with such towing and the Association shall be entitled to levy a Reimbursement Assessment against such Owner to collect such amounts.

3.32 Basketball Hoops. Basketball hoops shall only be allowed in front Lot areas if: (i) the backboard is installed on a separate free-standing post or pole and is set perpendicular to the street; (ii) is portable and can be removed from the driveway; or (iii) as otherwise approved by the Design Review Committee. No basketball backboards shall be attached to the garage or set facing the street.

3.33 Play Equipment. Play equipment may be erected within a fenced or screened area. Such play equipment shall be of an appropriate scale and constructed of approved material and of an approved color. Play equipment utilizing natural materials (wood vs. metal) is preferred.

3.34 Swimming Pools/Hot Tubs. Any swimming pools, spas, hot tubs, jacuzzis, and the like shall be screened from view of adjacent Lots and rights of way by screening materials and methods approved by the Design Review Committee.

3.35 Dog Houses/Runs. Dog houses, shelters and runs shall be allowed on residential Lots and shall be completely screened from view of adjacent public and private property and streets and shall be built from materials compatible with the residential Improvements installed on the Lot. In addition, reasonable efforts shall be taken to make such doghouses/shelters bear proof.

3.36 Participating Builders. Participating Builders shall have the right to install, operate and maintain one sales office for the sale of Lots and Improvements within the Property until such time as the Participating Builder shall have transferred all of its interest in the Lots within the Property; provided, however, that the Participating Builder shall have the right to install, operate and maintain only one such sales office on all of its Lots within the Property unless otherwise approved by Declarant. The Participating Builder shall, during, but only during, those periods of time when it is actively engaged in the construction of the Improvements on one or more Lots within the Property, have the right to install, operate and maintain up to two construction trailers on the Property until completion of the Improvements on all of its Lots within the Property; provided, however, that it shall have the right to install, operate, and maintain only two such construction trailers on all of the Lots within the Property. Such sales office and all such construction trailers shall be subject to the Design Review Committee's acceptance with respect to the exterior appearance, size and location and to such reasonable rules and regulations as may be imposed by the Design Review Committee from time to time. Participating Builders shall not construct any fences around, or store any construction or other materials adjacent to, any such sales or construction trailers without in each case obtaining the prior written acceptance of the Design Review Committee. The Participating Builders shall not, however, be permitted to install, operate or maintain any other sales offices or construction trailers on the Property or for any longer or different period of time than as set forth in this Section. The Participating Builder shall also have the right to erect, for display, construction and marketing signs, provided that such signs be approved by the Design Review Committee prior to their being erected.

3.37 Owner's Right to Lease Lot. All Owners shall have the right to lease such Owner's Lot provided that: (a) all Leases shall be in writing; (b) all Leases shall be for a Lot with a completed residence thereon; (c) all leases shall be for a minimum term of one month; (d) all Leases shall provide that the terms of the Lease and the lessee's occupancy of the Lot shall be subject to this Declaration, the rules and regulations of the Association and that any failure by the lessee to comply with any of the aforesaid documents in any respect shall be a default under such Lease; and (e) such Owner shall notify the Association immediately upon the leasing of such Lot and register with the Association both the name(s) of the tenant(s) and new mailing information for notices to be sent by the Association directly to such Owner.

ARTICLE 4

ARCHITECTURAL APPROVAL

4.1 Approval of Improvements Required. The approval of the Design Review Committee shall be required for any Improvement to Property on any Lot except: (a) for any Improvement to Property made by Declarant; (b) where approval is not reasonably required to carry out the purposes of this Declaration; and (c) where prior approval of Improvements to Property may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Design Review Committee; and (d) for any Improvements to be constructed by Participating Builders which have been previously approved by Declarant.

4.2 Improvement to Property Defined. "Improvement to Property" requiring approval of the Design Review Committee shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any building, structure or other Improvement, including utility facilities and fences; (b) the removal, demolition or destruction, by voluntary action, of any building, structure, landscaping, trees or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; and (d) any change or alteration of any previously approved Improvement to Property including any change of exterior appearance, color, or texture. 2

4.3 Membership of Committee. The Design Review Committee shall consist of three (3) members, all of whom shall be appointed by the Board of Directors. Members of the Design Review Committee appointed by the Board of Directors may be removed at any time by the Board and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. The Board of Directors may at any time and from time to time change the authorized number of members of the Design Review Committee, but the number of members of the Design Review Committee shall not be less than three (3).

4.4 Address of Design Review Committee. The address of the Design Review Committee shall be at the principal office of the Association.

4.5 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property ("Applicant") shall submit to the Design Review Committee at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Design Review Committee shall request showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement to Property (the "Plans"). The Applicant shall be entitled to receive a receipt for the Plans from the Design Review Committee or its authorized agent. The Design Review Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the Design Review Committee of all required materials in connection with the proposed Improvement to Property, the Design Review Committee may postpone review of any materials submitted for approval.

4.6 Criteria for Approval. The Design Review Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that: (a) the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Common Interest Community as a whole; (b) the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Common Interest Community; (c) the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Common Interest Community or the enjoyment thereof by Owners; (d) the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association; and (e) the proposed Improvement to Property does not affect the drainage plan for the Common Interest Community or any portion thereof. The Design Review Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Design Review Committee may deem appropriate.

4.7 Design Standards. The Design Review Committee may issue standards or rules ("Design Standards") relating to the procedures, materials to be submitted, fees and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. The Design Standards may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the

circumstances. The Design Standards may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. The Design Standards shall conform to and be in compliance with the Chatfield Activity Center Comprehensive Development Plan, City of Littleton, County of Jefferson, State of Colorado.

4.8 Design Review Fee. The Design Review Committee may, through the Design Standards or otherwise, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property. The Design Review Committee may provide that the amount of such fee shall be uniform for similar types of proposed Improvements to Property or that the fee shall be determined in any other reasonable manner including the estimated cost of the proposed Improvement to Property.

4.9 Decision of Committee. Any decision of the Design Review Committee shall be made within thirty (30) days after receipt by the Design Review Committee of all materials required by the Design Review Committee, unless such time period is extended by mutual agreement. The decision shall be in writing and if the decision is not to approve a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Design Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Design Review Committee.

4.10 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Design Review Committee within thirty (30) days after the date of receipt by the Design Review Committee of all required materials.

4.11 Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in complete conformity with: (a) the description of the proposed Improvement to Property; (b) any materials submitted to the Design Review Committee in connection with the proposed Improvement to Property; and (c) any conditions imposed by the Design Review Committee. Failure to complete the proposed Improvement to Property within eighteen (18) months after the date of approval or such shorter period as specified in writing by the Design Review Committee, or to complete the Improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Design Review Committee, shall constitute noncompliance with the requirements for approval of Improvements to Property.

4.12 Notice of Completion. Upon completion of the Improvement to Property, the Applicant may give written Notice of Completion to the Design Review Committee. Until the date of receipt of such Notice of Completion, the Design Review Committee shall not be deemed to have notice of completion of such Improvement to Property.

4.13 Inspection of Work. The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion; provided that the right of inspection shall terminate thirty (30) days after the Design Review Committee shall have received a Notice of Completion from Applicant.

4.14 Notice of Noncompliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement to Property has been done without obtaining the approval of the Design Review Committee or was not done in complete conformity with the description and materials furnished to, and any conditions imposed by, the Design Review Committee, the Design Review Committee or Association representative shall notify the Applicant in writing of the noncompliance, which notice shall be given, in any event, within thirty (30) days after the Design Review Committee receives

a Notice of Completion from the Applicant. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

4.15 Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Design Review Committee fails to notify the Applicant of any noncompliance within thirty (30) days after receipt by the Design Review Committee of written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property was, in fact, completed as of the date of Notice of Completion.

4.16 Appeal to Board of Directors of Finding of Noncompliance. If the Design Review Committee gives any notice of noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Design Review Committee within thirty (30) days after receipt of the notice of noncompliance by the Applicant. If, after a notice of noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Design Review Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within sixty (60) days after delivery to the Applicant of a notice of noncompliance from the Design Review Committee. In either event, the Board of Directors shall hear the matter in accordance with the provisions hereof and the Bylaws, and the Board shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

4.17 Correction of Noncompliance. If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than fourteen (14) days from the date of receipt by the Applicant of the ruling of the Board of Directors or such longer period as the Board may prescribe. If the Applicant does not comply with the Board ruling, the Board may, at its option, record a Notice of Noncompliance against the real property on which the noncompliance exists, may enter upon such property and remove the noncomplying Improvement to Property, or may otherwise remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all costs and expenses incurred by the Association in connection therewith, including, but not limited to, attorneys' fees. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment against the Owner of the Lot for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity or under this Declaration. The Applicant and Owner of the Lot shall have no claim for damages or otherwise on account of the entry upon the property and removal of the noncomplying Improvement to Property.

4.18 No Implied Waiver or Estoppel. No action or failure to act by the Design Review Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Design Review Committee or the Board of Directors with respect to any Improvement to Property. The approval of the Design Review Committee of any Improvement to Property shall not be deemed a waiver of any right to withhold approval for any similar Improvement to Property or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement to Property.

4.19 Committee Power to Grant Variances. The Design Review Committee may authorize variances from compliance with any of the provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variances. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Design Review Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter

for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

4.20 Meetings of Committee. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time, by resolution in writing adopted by a majority of the members, designate a Committee Representative (who may but need not be one of its members) to take any action or perform any duties for or on behalf of the Design Review Committee, except the granting of approval to any Improvement to Property and granting of variances. The action of such Committee Representative within the authority of such Committee Representative or the written consent or the vote of a majority of the members of the Design Review Committee shall constitute the action of the Design Review Committee.

4.21 Records of Actions. The Design Review Committee shall report in writing to the Board of Directors all final actions of the Design Review Committee, and the Board shall keep a permanent record of such reported action.

4.22 Estoppel Certificates. The Board of Directors shall, upon the reasonable request of any interested Person and after confirming any necessary facts with the Design Review Committee, furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any Person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

4.23 Nonliability of Committee Action. There shall be no liability imposed on the Design Review Committee, any member of the Design Review Committee, any Committee Representative, the Association, any member of the Board of Directors or Declarant for any loss, damage, cost, expense or injury arising out of or in any way connected with the performance of the duties of the Design Review Committee unless due to the willful misconduct of the party to be held liable. In reviewing any matter, the Design Review Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or such Improvement to Property's conformance with building codes or other governmental laws or regulations.

4.24 Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the Design Review Committee shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction, provided that during the course of any such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Common Interest Community.

ARTICLE 5

ASSOCIATION PROPERTIES

5.1 Member's Rights of Use and Enjoyment Generally. Unless otherwise provided in this Declaration, all Members may use Association Properties. Each Owner of a Lot shall have an appurtenant easement of enjoyment in the Common Area.

5.2 Right of Association to Regulate Use. The Association, acting through the Board, shall have the power to regulate the use of Association Properties by Members and the public to further enhance the overall rights of use and enjoyment of all Members.

5.3 No Partition of Association Properties. No Owner shall have the right to partition or seek partition of the Association Properties or any part thereof.

5.4 Liability of Owners for Damage by Member. Each Member shall be liable to the Association for any damage to Association Properties or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of (a) the actions or conduct of such Member or any Person using the Association Properties through such Member; or (b) for any violation of this Declaration, or any Rule and Regulation adopted by the Association, by such Member or any such Person using the Association Properties through such Member. The Association shall have the power, as elsewhere provided in this Declaration, to levy and collect a Reimbursement Assessment against a Member, after Notice and Hearing, to cover all costs and expenses incurred by the Association arising from or related to violation of this Declaration, or the Rules and Regulations of the Association or for any increase in insurance premiums directly attributable to any of the foregoing actions.

5.5 Association Duties if Damage, Destruction, or Required Improvements. In the event of damage to Association Properties by fire or other casualty, or in the event any governmental authority shall require any repair, reconstruction or replacement of any Association Properties, the Association shall have the duty to repair, reconstruct or replace the same. Any insurance proceeds payable by reason of the damage or destruction of Association Properties by fire or other casualty shall be paid to the Association and shall be used, to the extent necessary, to pay the costs of repair, reconstruction, or replacement. If funds from insurance proceeds or from reserves for replacement are insufficient to pay all costs of repair, reconstruction or replacement of Improvements damaged or destroyed, or if the Association is required to make repairs, replacements or Improvements by governmental authorities, the Association may, in order to make up any deficiency in the insurance proceeds or to pay for the required repair, replacement, or improvement, levy a Special Assessment against the Members in accordance with Article 9 of this Declaration. If any Member or group of Members is liable for any such damage, the Association may levy a Reimbursement Assessment against the Member or group of Members responsible therefor, to provide the additional funds necessary. Repair, reconstruction or replacement of Association Properties shall be done under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association exceed the cost of repair, reconstruction and replacement of any Improvement, the Association may use the same for any future maintenance, repair or replacement of any Improvement, and for the operation of other Association Properties.

5.6 Association Powers in the Event of Condemnation. If any Association Properties or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or the price payable therefor shall be paid to the Association, except to the extent payable to any other Person with an interest in such property, including any Mortgagee of such property. The Association shall have the exclusive right to participate in such condemnation

proceedings and to represent the interests of all Owners or other Persons therein. Any award or funds received by the Association shall be held by the Association in such Maintenance Fund as determined by the Board as a reserve for future maintenance, repair, reconstruction or replacement of Association Properties or such funds may be used for Improvements or additions to or for the operation of Association Properties. No Owner shall be entitled to participate as a party or otherwise in any condemnation proceedings related to Association Properties.

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5.7 Title to Association Properties on Dissolution of Association. In the event of the dissolution of the Association, the Association Properties shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi-governmental agencies or organizations or to a nonprofit corporation, association, trust or other organization, to be used for the common benefit of Owners for similar purposes for which the particular Association Property was held by the Association. To the extent the foregoing is not possible, the Association Properties shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Members in proportion to such Member's Membership Interest.

5.8 Maintenance and Ownership of Common Areas and Association Properties. The open space properties, detention ponds and rights-of-way, which make up the Common Areas, have been dedicated to the City, the Metro District or conveyed to the Association as set forth on Exhibit D. The Association shall be responsible for maintaining those Common Areas as set forth on Exhibit D, including, but not limited to, maintenance of: the Spine Road right-of-way, entry features and the landscaping along Chatfield Green Parkway. The Association shall also have the responsibility to perform the water quality monitoring and remediation provisions of the Arboretum Agreement if the Metro District fails to do so in a timely manner.

ARTICLE 6

DECLARANT'S RIGHTS AND RESERVATIONS

6.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth in this Article 6 with respect to the Association and the Association Properties from the date hereof, until: (a) the time that the last Lot within the Common Interest Community has been sold and conveyed by Declarant to persons other than Declarant and a certificate of occupancy has been issued for the residence constructed thereon; or (b) the date which is twenty (20) years from the recordation of this Declaration, whichever event occurs first. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Interest Community is conveyed by Declarant. These rights and reservations shall hereinafter be referred to collectively as "Declarant Rights." The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other subsequent amendment. Declarant makes no assurances that Declarant will exercise the rights reserved by Declarant herein with respect to all or any portion of the Common Interest Community and Declarant reserves the right to exercise such rights with respect to the Common Interest Community in such time frames and in such a manner as Declarant deems fit in its sole and absolute discretion.

6.2 Right to Construct Additional Improvements on Association Properties. Declarant shall have and hereby reserves the right, but not the obligation to construct additional Improvements on Association Properties at any time and from time to time in accordance with this Declaration for the

improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant shall convey or transfer such Improvements to the Association and the Association shall be obligated to accept title to, care for, and maintain the same as Association Properties as elsewhere provided in this Declaration.

6.3 Declarant's Rights to Use Association Properties in the Promotion and Marketing of Common Interest Community. Declarant and Participating Builders shall have and hereby reserve the right to use Association Properties and services offered by the Association in connection with the promotion and marketing of the Common Interest Community. Without limiting the generality of the foregoing, Declarant and Participating Builders may (a) erect and maintain on any part of the Association Properties or upon their respective Lots, such signs, temporary buildings and other structures as each reasonably may deem necessary or proper in connection with the promotion, development, and marketing of real property within the Common Interest Community; provided, however, that Declarant shall have the right to limit the size, location and number of such signs, temporary buildings and other structures which a Participating Builder wishes to erect and maintain on the Association Properties; (b) use vehicles and equipment on Association Properties for promotional purposes; (c) permit prospective purchasers of Lots to use Association Properties at reasonable times and in reasonable numbers; (d) maintain sales offices, management offices and model homes within the Common Interest Community upon Lots owned by them within the Common Interest Community in such sizes and in such locations as determined individually by each party in its sole and absolute discretion; and (e) refer to the Association Properties and to the Association and services offered by the Association in connection with the development, promotion and marketing of property within the boundaries of the Common Interest Community. Notwithstanding the foregoing to the contrary, any use of the Association Properties for the above purposes shall be done so as to minimize any inconvenience to the Owners of Lots and Members of the Association. 2

6.4 Declarant's Rights to Complete Development of Common Interest Community. No provision of this Declaration including, but not limited to, the use restrictions contained in Article 3 hereof, shall be construed to prevent or limit Declarant's rights to (a) complete the development of property within the boundaries of the Common Interest Community in accordance with the Plat or any Supplemental Plat; (b) construct or alter Improvements on any property owned by Declarant within the Common Interest Community, including temporary buildings; (c) maintain model homes, sales offices, management offices, temporary buildings or offices for construction or sales purposes, or similar facilities on any property owned by Declarant or owned by the Association within the Common Interest Community upon such Lots and in such sizes as Declarant determines in its sole and absolute discretion; or (d) post signs incidental to the development, construction, promotion, marketing or sales of property within the Common Interest Community. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to: (a) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, demolish or replace any Improvements on any property owned by Declarant; (b) use any structure on any property owned by Declarant as a construction, model home or real estate sales office in connection with the sale of any property within the boundaries of the Common Interest Community; or (c) to require Declarant to seek or obtain the approval of the Design Review Committee or of the Association for any such activity or Improvement to Property on any property owned by Declarant. Nothing in this Declaration shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

6.5 Exemption of Declarant from Design Review Committee. Notwithstanding anything in this Declaration to the contrary, and to the extent permitted by the Act, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of, or under the jurisdiction of, the Design Review Committee. Declarant expressly reserves the right to assign the rights reserved under this Section

6.6, either partially or in its entirety to any party without the approval of the Association in its sole and absolute discretion.

6.6 Declarant's Approval of Conveyances or Changes in Use of Association Properties. Until Declarant has lost the right to appoint members of the Board of Directors as elsewhere provided herein, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change, or alter the use of Association Properties, Mortgage the Association Properties or use Association Properties other than solely for the benefit of Members or as specifically allowed hereunder.

6.7 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities, drainage, and water in, on, under, over and across Lots owned by Declarant and Association Properties for any purpose incident to the development and sale of Lots within the Common Interest Community.

6.8 Declarant's Rights to Convey Additional Property to Association. Declarant shall have and hereby reserves the right, but not the obligation to convey additional real property and Improvements thereon to the Association at any time and from time to time in accordance within this Declaration.

6.9 Annexation of Additional Properties. Declarant hereby reserves the right, for the period set forth in this Article 6, to annex additional real property to the Common Interest Community in accordance with the following terms and provisions:

(a) Right to Annex Additional Property. Declarant shall have and hereby reserves the right for a period of fifty (50) years from the date of this Declaration to annex the Annexable Property to the Common Interest Community including any portion of the Annexable property which it may have previously conveyed to a Participating Builder. In accordance with the foregoing, each Owner of a Lot within the Common Interest Community grants to Declarant the right to annex the Annexable Property to the Common Interest Community and to modify such Owner's right to the Association Properties as more particularly set forth in this Article 6. Further, any purchaser of a Lot within the Annexable Property understands that it is the intent of Declarant that such Lot will be annexed prior to conveyance thereof to such purchaser and acknowledges and confirms, that if such annexation fails to occur for any reason the Declarant or the Participating Builder shall have the right to annex such Lot even after the conveyance to such purchaser without prior approval of such purchaser. Notwithstanding the foregoing, Declarant reserves the right to convey all or any portion of the Annexable Property to such third party or parties as Declarant deems appropriate whether for purposes consistent with the Declaration or otherwise. Declarant makes no assurances that all or any portion of the Annexable Property will be annexed to the Common Interest Community and Declarant reserves the right to annex all or any portion of the Annexable Property to the Common Interest Community in such order and in such a manner as Declarant deems fit in its sole and absolute discretion. Upon conveyance of any or all of the Annexable Property by Declarant to a Participating Builder, both such parties shall enter into an Agreement for Annexation which will obligate the Participating Builder and Declarant to annex each Lot to the Common Interest Community upon, or prior to, conveyance by such Participating Builder to a third party.

(b) Annexation Procedure. The annexation of additional real property to the Common Interest Community by Declarant shall be effectuated by the filing of record with the Clerk and Recorder of the County, and the county in which the Annexable Property is located if different than the County, of: (a) a Supplemental Declaration containing a legal description of the real property to be annexed to the Common Interest Community and such other terms and provisions as Declarant may prescribe in accordance with the terms and provisions hereof; and (b) a Supplemental Plat or map which depicts the real property to be annexed to the Common Interest Community and which otherwise contains all

information required by the Act. The Supplemental Declaration shall incorporate the covenants, conditions and restrictions set forth herein and contain such additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and provisions as Declarant may impose on such annexed property taking into account the unique and particular aspects of the proposed development of the real property encumbered by such Supplemental Declaration. Declarant shall have the right to reserve in a Supplemental Declaration any and all development rights which Declarant deems necessary or appropriate to complete the development of the property being annexed to the Common Interest Community or which is otherwise necessary to meet the unique and particular aspects of such property. A Supplemental Declaration may provide for a subassociation of Owners within the property described in the Supplemental Declaration and for the right of such subassociation to assess such Owners.

(c) Effect of Expansion. Upon recordation of a Supplemental Declaration and a Supplemental Plat, the property described therein shall be subject to all covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. In the event any real property is annexed to the Common Interest Community as provided herein, the definitions used in this Declaration shall automatically be expanded to encompass and refer to the Common Interest Community as expanded. Accordingly, the term "Common Interest Community" shall mean the real property described herein plus all additional real property annexed thereto pursuant to a Supplemental Declaration. The terms "Common Area" and "Lots" shall include those areas described as such herein and on the Plat as well as those areas so designated within any Supplemental Declaration or upon any Supplemental Plat. References to this Declaration shall mean this Declaration as so supplemented by any Supplemental Declaration. Upon recordation of a Supplemental Declaration and Supplemental Plat, every Owner of a Lot in such annexed area shall, by virtue of ownership of such Lot, be a Member of the Association and shall be entitled to the same rights and privileges and subject to the same duties and obligations as any other Association Member, which rights and obligations shall include, but shall not be limited to, the right to vote in Association matters, the right to use Association Properties and the obligation to pay Assessments. Common Assessments for Lots within the area annexed to the Common Interest Community shall commence as of the date of the recording of the Supplemental Declaration and shall be prorated as of such date. Except as may otherwise be provided herein, upon the annexation of any property to the Common Interest Community, each Owner's (a) undivided interest in the Association Properties; and (b) voting rights with respect to Association matters shall be reallocated to provide that each Owner's proportionate rights with respect to such matters will be equal to a fraction the numerator of which shall be the number of Lots owned by such Member in the Common Interest Community and the denominator of which shall be the total number of Lots within the Common Interest Community.

(d) Annexation of Additional Unspecified Real Estate. Declarant hereby reserves the right, for the period set forth in this Article 6, to annex additional, unspecified real estate to the Common Interest Community to the fullest extent permitted by the Act. In the event that Declarant elects to annex such additional property, Declarant shall annex such property to the Community in accordance with the provisions of this Article 6.

(e) Declarant's Approval of Plats and Subassociation Documents. Prior to the time that any portion of the Property or the Annexable Property is submitted to local governmental agency review for subdivision plat approval, such plat or plan together with all site plans and development agreements related thereto (collectively, the "Development Documents") shall first be submitted to the Declarant for its review and approval. A reasonable fee, which is estimated to cover Declarant's expenses in reviewing the proposed Development Documents must be submitted to Declarant with the proposed Development Documents. The fee may differ from case to case and failure to submit the fee will be deemed a violation of this Declaration which renders the proposed Development Documents void and entitles Declarant to seek injunctive relief against further subdivision or development until Declarant's

consent is given to the proposed Development Documents. Declarant retains the right, in its sole and absolute discretion, to approve or deny any proposed Development Documents. Declarant's signature on the proposed Development Documents shall serve as notification of Declarant's approval of the Development Documents. Declarant's signature shall be secured before any proposed Development Document is recorded. Declarant assumes no liability by approving any Development Document and the person or entity submitting the Development Document shall indemnify Declarant from any liability relating thereto. Declarant shall also have the right, in its sole and absolute discretion, to approve street names, subdivision names, and design of improvements as shown on any such Development Documents. In addition to the foregoing, prior to the creation of a subassociation for any property located within the Common Interest Community, the Declarant shall have and hereby reserves the right to review the proposed formation documents for such subassociation including, but not limited to, the proposed Declaration of Covenants, Conditions and Restrictions for the subassociation, and the Articles of Incorporation and Bylaws for the proposed homeowner's association (collectively the "Formation Documents"). Declarant's decision to approve or disapprove the proposed Formation Documents shall be in Declarant's sole and absolute discretion. Declarant assumes no liability by approving Formation Documents, and the individual or group submitting the Formation Documents shall indemnify Declarant from any liability relating thereto.

6.10 Withdrawal of Annexed Property. Property for which a Supplemental Declaration has been recorded may be withdrawn from the Common Interest Community by Declarant at any time prior to the time that any Lot contained therein has been conveyed to a third party. Such withdrawal may be accomplished by the execution, acknowledgment, and recordation of a "Notice of Withdrawal." The Notice of Withdrawal shall: (a) be executed and acknowledged by Declarant, as the Owner of the property being withdrawn; (b) contain an adequate legal description of the property being withdrawn from the Common Interest Community; (c) contain a reference to the Supplemental Declaration by which such property was annexed to the Common Interest Community including the date thereof and recording information of such Supplemental Declaration; (d) contain a statement and declaration that the such property is withdrawn from the Common Interest Community and shall not be thereafter subject to this Declaration or the Supplemental Declaration for such property. The withdrawal of such property from the Common Interest Community shall be effective upon the recordation of the Notice of Withdrawal and, upon the recordation of the Notice of Withdrawal, the property described therein shall no longer be part of the Common Interest Community or subject to this Declaration or Supplemental Declaration for such Property.

6.11 Conversion of Common Areas to Lots. Declarant shall have the right to convert any Common Areas or Lots specifically identified on the Plat or any Supplemental Plat as convertible properties into Lots or Common Areas subject to the terms and provisions of the Act.

6.12 Combination or Subdivision of Lots. Declarant shall have and hereby reserves the right to combine or resubdivide the space within any Lot or Lots located within the Common Interest Community to create additional Lots or duplex units. Upon the combination or resubdivision of any Lot in accordance with the terms and conditions contained herein, each Owners undivided interest in the Common Areas and the Association Properties shall be reallocated as set forth in the Section of this Article entitled "Effect of Expansion."

6.13 Expansion of Permitted Property Uses. Notwithstanding anything to the contrary contained herein, Declarant reserves the right to expand the permitted uses for Lots as provided in Article 3 hereof provided that such uses: (a) are consistent with Declarant's overall development plan for the Common Interest Community; and (b) are in accordance with City and County rules, regulations, requirements and approvals including, but not limited to, subdivision and zoning requirements.

6.14 Assignment or Transfer of Declarant's Rights. Declarant shall have and hereby reserves the right to assign or transfer, in whole or in part, all or any portion of Declarant's Rights reserved by Declarant under this Article 6 or elsewhere contained herein. Such assignment or transfer shall be executed when the transferee/ assignee Records the written instrument evidencing the transfer in every county in which any portion of the Common Interest Community is located. A transfer of Declarant's Rights under this section shall be limited to those rights enumerated in the transfer instrument and shall not be construed as a general conveyance or transfer of all of Declarant's Rights under this Declaration. 3

ARTICLE 7

ASSOCIATION OPERATION

7.1 Association. The Association has been or will be formed as a Colorado corporation under the Colorado Nonprofit Corporation Act. The Association has been or shall be organized prior to the date the first Lot located in the Common Interest Community is conveyed to a Person other than Declarant. The Association shall have all duties, powers and rights set forth in the Act, the Colorado Non-Profit Corporation Act, this Declaration and in its Articles of Incorporation and Bylaws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and Bylaws in accordance with the provisions hereof. The Board of Directors may, by resolution, elect to delegate portions of its authority to officers of the Association or a managing agent, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board of Directors or any duly authorized executive committee, officer, agent, or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

7.3 Membership in Association. Each Owner of a Lot within the Common Interest Community shall be a Member of the Association. There shall be one Membership in the Association for each Lot within the Common Interest Community. The Person or Persons who constitute the Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Lot, and the Membership appurtenant thereto shall automatically pass with fee simple title to the Lot. Declarant shall hold a Membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from the fee simple title to a Lot except that an Owner may assign some or all of his rights as an Owner and as a Member of the Association to a tenant or Mortgagee and may arrange for a tenant to perform some or all of such Owner's obligations as provided in this Declaration, but no Owner shall be permitted to relieve himself of the responsibility for fulfillment of the obligations of an Owner under this Declaration.

7.4 Voting Rights of Members. Each Member shall have the right to cast one vote for each Lot owned by such Member in accordance with the Bylaws, provided in no event shall there be more than one (1) vote per Lot. If title to a Lot is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. Notwithstanding the foregoing, Declarant shall be entitled to select and appoint, in its sole discretion, Directors, in accordance with the Bylaws, until the expiration of the Declarant's Control Period, as hereinafter defined; provided, however, that (a) not later than sixty (60) days after the conveyance by Declarant or Participating Builders to Owners other than Declarant or Participating Builders of twenty-five percent (25%) of the total number of Lots that may be created within the Common Interest Community, at least one Member, and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than Declarant; and (b) that no later than sixty (60) days after the conveyance by Declarant or participating Builders of fifty percent (50%) of the total number of Lots that may be created within the Common Interest Community to Owners

other than Declarant or Participating Builders, not less than thirty-three and one-third percent (33-1/3%) of the Members of the Board of Directors must be elected by Owners other than Declarant. The "Declarant's Control Period" shall mean the period commencing on the date of recordation of this Declaration and ending upon the occurrence of any one of the following events: (a) when seventy-five percent (75%) of the total number of Lots that may be created within the Common Interest Community have been conveyed to Persons other than Declarant or Participating Builders; (b) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; (c) two (2) years after any right to add new Lots was exercised by Declarant; or (d) when, in its discretion, Declarant so determines. Within sixty (60) days of the expiration of the Declarant's Control Period, the Owners shall elect a Board of at least three members at least a majority of which shall be Owners other than Declarant or designated Lot Owners other than Declarant. 3

7.5 Determination of Member Voting Percentages. Notwithstanding anything to the contrary contained herein, only Members whose voting rights are in good standing under the Association's Bylaws (e.g., voting rights which have not been suspended as provided therein) shall be entitled to vote on Association matters. In accordance therewith, any and all provisions contained herein requiring the approval of a requisite percentage of Members of the Association shall be deemed satisfied when the requisite percentage of Members entitled to vote has been met.

7.6 Delivery of Documents. After the establishment of the Association, but, in no case later than sixty (60) days after the Owners elect a majority of the members of the Board, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including, without limitation, the following items:

(a) The original or a certified copy of the recorded Declaration, as amended, the Association's Articles of Incorporation, Bylaws, minutes book, other books and records, and any Association rules and regulations which may have been promulgated;

(b) To the extent required by the Act, an accounting for Association funds and financial statements from the date the Association received funds and ending on the date the Declarant Control Period ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Association;

(c) The Association funds or control thereof;

(d) All of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;

(e) A copy of the plans and specifications used in the construction of the Improvements in the Common Area which were completed two (2) years before the Declaration was recorded;

(f) All insurance policies then in force in which the Owners, the Association, or its directors and officers are named as insured persons;

(g) Copies of any certificates of occupancy that may have been issued with respect to any Improvements within the Common Interest Community;

(h) Any other permits issued by governmental bodies applicable to the Common Interest Community and which are currently in force or which were issued within one (1) year prior to the date on which Owners other than the Declarant took control of the Association;

(i) Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective;

(j) A roster of Owners and Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) Employment contracts in which the Association is a contracting party; and

(l) Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the Persons performing the services.

7.7 Dissolution of Association. Except as may otherwise be provided by the Act, on dissolution of the Association, its assets must be conveyed to another organization or agency having similar purposes. Association assets shall not be distributed among the Members of the Association.

ARTICLE 8

DUTIES AND POWERS OF ASSOCIATION

8.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association, acting through the Board or Directors or Persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve and enhance the common interests of the Members, to maintain, improve and enhance Association Properties and to improve and enhance the attractiveness, aesthetics and desirability of the Common Interest Community.

8.2 Duty to Accept Property and Facilities Transferred by Declarant. The Association shall accept title to any real property, including any Improvements thereon, and personal property transferred to the Association by Declarant, together with the responsibility to perform any and all Administrative Functions associated therewith, provided that such property and Administrative Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and encumbrances (other than the lien of property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, and such easements, covenants, conditions, restrictions and equitable servitudes or other encumbrances of record. The property or interest in property transferred to the Association by Declarant shall not impose any unreasonable or special burden on the Association other than the normal burdens of ownership of property.

8.3 Duty to Manage and Care for Association Properties. The Association shall manage, operate, care for, maintain and repair all Association Properties, and keep the same in an attractive and desirable condition for the use and enjoyment of the Members. In the event the Association fails in its

duties set forth in this Section 8.3, City may manage, operate, care for, maintain and repair the Association Properties and may levy and collect Assessments from the Owners as set forth in Article 9 below.

8.4 Duty to Pay Taxes. The Association shall pay all taxes and assessments levied upon the Association Properties and all taxes and assessments payable by the Association. The Association shall have the right to contest any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment and provided that the Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful.

8.5 Duty to Maintain Casualty Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable: (a) property insurance on all insurable Improvements and personal property owned by the Association for broad form covered causes of loss, including casualty and fire; and (b) extended coverage insurance with respect to all insurable Improvements and personal property owned by the Association including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies.

8.6 Duty to Maintain Liability Insurance. The Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Association Properties and covering public liability for bodily injury and property damage and, if the Association owns or operates motor vehicles, public liability for bodily injury and property damage arising as a result of the ownership and operation of motor vehicles. Such liability insurance for other than motor vehicle liability shall, to the extent reasonably obtainable: (a) have limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per occurrence; (b) insure the Board, the Association, the managing agent of the Association, if any, and their respective employees, agents and all Persons acting as agents; (c) include the Declarant as an additional insured in such Declarant's capacity as a Member or Board member; (d) include the Members as an additional insured, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Association Properties; and (e) cover claims of one or more insured parties against other insured properties.

8.7 General Provisions Respecting Insurance. Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. If the insurance described is not reasonably available, or if any policy of such insurance is cancelled or renewed without a replacement policy therefor having been obtained by it, the Association shall promptly cause notice of that fact to be delivered to all Members. The Association may carry any other type of insurance it considers appropriate, in amounts it deems appropriate, to insure the interests of the Association. Insurance policies carried pursuant to this Article 8 shall provide that: (a) each Member is an insured person under the policy with respect to liability arising out of such Member's interest in the Association Properties or membership in the Association; (b) the insurer waives its right of subrogation under the policy against the Association, each Member, and any Person claiming by, through, or under such Member or any other director, agent, or employee of the foregoing; (c) no act or omission by any Member, unless acting within the scope of such Member's authority on behalf of the Association, will void the policy or be a condition to recovery

under the policy; and (d) if, at the time of a loss under the policy, there is other insurance in the name of a Member covering the same risk covered by the policy, the Association's policy shall be the primary insurance. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration for all deductibles paid by the Association. Insurance obtained by the Association shall, to the extent reasonably possible and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of rights of subrogation as against Declarant. Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of the Association Properties and in light of the possible or potential liabilities of the Association. The aforementioned insurance may be provided under blanket policies covering the Association Properties and property of Declarant. In no event shall insurance coverage obtained or maintained by the Association be bought in conjunction with insurance purchased by Owners, occupants or their Mortgagees.

8.8 Fidelity Bonds Required/Segregation of Funds. In the event the Board of Directors delegates powers of the Board relating to the collection, deposit, transfer or disbursement of Association funds to other persons or to a managing agent (collectively, a "Managing Agent"), such Managing Agent shall be required to maintain fidelity insurance coverage or a bond in an amount not less than Fifty Thousand Dollars (\$50,000.00) or such higher amount as the Board of Directors may require. In addition to the foregoing, such Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by such Managing Agent and maintain all reserve accounts of each association so managed separate from operational accounts of the Association. The Managing Agent shall further prepare and provide to the Association an annual accounting of Association funds and a financial statement provided that such annual accounting may be prepared by a public or certified public accountant.

8.9 Other Insurance and Bonds. The Association shall obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity, or other bonds as the Association shall deem necessary or desirable.

8.10 Duty to Prepare Budgets. The Association shall prepare Budgets for the Association as provided in Article 9 of this Declaration.

8.11 Duty to Levy and Collect Assessments. The Association shall levy and collect Assessments as provided in Article 9 of this Declaration.

8.12 Duty to Keep Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act, including, but not limited to, financial records sufficiently detailed to provide a statement setting forth the amount of any unpaid Assessments currently levied against an Owner.

8.13 Duties with Respect to Design Review Committee Approvals. The Association shall perform functions to assist the Design Review Committee as elsewhere provided in this Declaration.

8.14 Power to Acquire Property and Construct Improvements. The Association may acquire property or interests in property for the common benefit of Owners including Improvements and personal

property. The Association may construct Improvements on property and may demolish existing Improvements.

8.15 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal, and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of Association Properties, and the use of any other property within the Common Interest Community, including Lots. Any such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Member at the address for notices to Members as elsewhere provided in this Declaration or the Bylaws, and copies of the currently effective Rules and Regulations shall be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration and may be more restrictive than the covenants, conditions and restrictions set forth herein. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

8.16 Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Member and each Person claiming by, through, or under such Member ("Related User"). Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and the Rules and Regulations by any one or more of the following means: (a) by entry upon any property within the Common Interest Community after Notice and Hearing (unless a bona fide emergency exists), without liability to the Owner thereof or the Association, for the purpose of enforcement or causing compliance with this Declaration or the Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by suspension, after Notice and Hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of such Member of this Declaration or the Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for a period not to exceed sixty (60) days from the date such breach is cured; (e) by levying and collecting a Reimbursement Assessment against any Member for breach of this Declaration or the Rules and Regulations by such Member or Related User of such Member; and (f) uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or the Rules and Regulations by such Member or Related User of such Member.

8.17 Power to Grant Easements. The Association shall have the power to grant access, utility, drainage, water facility, and other such easements in, on, over, or under Association Properties, as well as the power to designate portions of the Association Properties as limited common elements for the benefit of specific Lot owners. Nevertheless, any action by the Association which could affect the Owners' easement in the Common Area (i.e., mortgage, conveyance or dedication of the Common Area or annexation, merger or consolidation of the Association) must have the assent of not less than 2/3 of the Owners.

8.18 Easement for Encroachments. The Association shall have the authority, but not the obligation, to grant an easement over and across a portion of the Common Area for the benefit of a Lot in the event that any portion of a residence constructed on such a Lot encroaches upon a portion of the

Common Area. If any portion of the Improvements located on the Common Area encroaches upon a Lot, including any encroachments arising or resulting from the repair or reconstruction of such an Improvement due to its damage, destruction, or condemnation, a valid easement on the surface and for subsurface support and for the maintenance of same, so long as it stands, shall and does exist for such encroachment.

8.19 Power to Convey and Dedicate Property to Governmental Agencies. The Association, with the approval of Members representing at least eighty percent (80%) of the voting power of the Association entitled to vote (exclusive of the voting power of the Declarant), shall have the power to grant, convey, dedicate, or transfer any Association Properties or facilities to any public, governmental or quasi-governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, subject to the provisions elsewhere contained in this Declaration for approval of the same by Declarant with respect to property transferred to the Association by Declarant. 3

8.20 Power to Borrow Money and Mortgage Property. The Association shall have the power to borrow money and, with the approval of Members representing at least eighty percent (80%) of the voting power of the Association entitled to vote (exclusive of the voting power of Declarant), to encumber Association Properties as security for such borrowing, subject to provisions elsewhere contained in this Declaration with respect to required approvals and consents to such action. An Agreement to convey, or subject the Association Properties to a security interest in accordance with this Section and Section 8.18 above shall be evidenced by the execution of an agreement, or ratification thereof, by the requisite number of Owners. The agreement shall specify a date after which the agreement will be void unless recorded before that date and shall be effective upon recordation.

8.21 Power to Engage Employees, Agents, and Consultants. The Association shall have the power to hire and discharge employees and agents and to retain and pay for management, (e.g., management company), legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration. Retention of the services of a professional real estate management company is conditioned on the following: (i) such company shall be licensed to do business in the State of Colorado; to the extent required by law; (ii) the term of any contract for such services shall not exceed one (1) year and shall be terminable on thirty (30) days written notice, with or without cause and without the payment of a termination fee; and (iii) each and every management contract made between the Association and a manager or managing agent shall terminate no longer than thirty (30) days after the period of Declarant control.

8.22 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Nonprofit Corporation Act, including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or Bylaws. The Association shall also have the power to do any and all lawful things which may be authorized, required, or permitted to be done under this Declaration or the Articles of Incorporation or Bylaws and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration and the Articles of Incorporation or Bylaws.

8.23 Powers Provided by Law. In addition to the above-referenced powers, the Association shall have full power to take and perform any and all actions which may be lawfully taken by the Association under the Colorado Nonprofit Corporation Act and the Colorado Common Interest Ownership Act, as the same may be amended from time to time.

ARTICLE 9

ASSESSMENTS, BUDGETS, AND FUNDS

9.1 Maintenance Funds To Be Established. The Association shall establish and maintain the following separate Maintenance Funds: (a) an "Operating Fund"; and (b) a "Reserve Fund." The Maintenance Funds shall be established as one or more trust savings or trust checking accounts at any financial institution in which deposits are insured by an agency of the federal government. 3

9.2 Establishment of Other Funds. The Association may establish other funds as and when needed. Nothing herein shall limit, preclude or impair the authority of the Association to establish other funds for specified purposes authorized by this Declaration. If the Association establishes any additional funds, the Board shall designate an appropriate title for the fund to distinguish it from other funds maintained by the Association.

9.3 Deposit of Common Assessments to Maintenance Funds. Monies received by the Association from Common Assessments shall be deposited in the Maintenance Funds in accordance with the following provisions: (a) there shall be deposited in the Operating Fund that portion of the Common Assessments which, according to the Association Budget for the year, was budgeted for operating costs and expenses relating to or arising from the performance of Administrative Functions by the Association; and (b) there shall be deposited to the Reserve Fund that portion of the Common Assessments which were budgeted for capital repairs, replacements and improvements.

9.4 Other Deposits to Maintenance Funds. The Association shall deposit monies received by the Association from sources other than Common Assessments in the Maintenance Fund determined by the Board of Directors to be most appropriate. For example, Reimbursement Assessments shall be deposited to the Maintenance Fund from which the costs and expenses were or will be paid which form the basis for the Reimbursement Assessments and Special Assessments for capital repairs, maintenance, replacements and Improvements shall be deposited to the Reserve Fund from which such capital costs have been or will be paid. Interest and late charges received on account of delinquent assessments may be allocated among the Maintenance Funds in the same proportions as the delinquent assessments were allocated or, at the discretion of the Board of Directors, may be allocated to any one or more of the Maintenance Funds or other funds.

9.5 Disbursements from Maintenance Funds. All amounts deposited in the Maintenance Funds shall be used solely for the common benefit of all the Members for purposes authorized by this Declaration. Disbursements from particular Maintenance Funds shall be limited to specified purposes as follows: (a) disbursements from the Operating Fund may be made for such purposes as are necessary or proper under this Declaration, except those purposes for which disbursements are to be made from other Maintenance Funds; and (b) disbursements from the Reserve Fund shall be made solely for purposes of funding those Administrative Functions which cannot be expected to recur on an annual or more frequent basis.

9.6 Authority for Disbursements. The Board shall have the authority to make or to authorize an agent to make disbursements of any monies to or from any Maintenance Fund.

9.7 Common Assessments. For each calendar year, the Association may levy Common Assessments against Owners of the Lots. Each Owner shall be obligated to pay the Common Assessments levied against and allocated to such Owner and the Lot of such Owner, as hereinafter provided. For the purposes of this Declaration, the Common Assessment for the calendar year 1997 shall be \$_____ per month (the "Initial Assessment"); provided, however, that Declarant or a Participating Builder shall only

be obligated to pay a pro-rata share (computed based on the number of Lots which it owns or has an option to purchase included in the Annexable Property but not yet annexed to the Common Interest Community) of the Association's actual costs for operating costs and expenses not covered by Common Assessments paid by all other Owners. Each year (for the first 5 years following recordation hereof, or when no Participating Builders are actively building in the Common Interest Community, whichever first occurs) during which there is a shortfall in Common Assessments paid by all other Owners necessary to cover Association expenses (without recourse to any reserves established), the manager shall compute such shortfall and calculate Declarant's and/or each Participating Builder's pro-rata share of such shortfall by multiplying the shortfall by a fraction the numerator of which is the number of lots/units then owned by or under option, included in the Annexable Property but not yet annexed to the Common Interest Community, to the Declarant or Participating Builder and the denominator of which is all Lots/Units then included in the Annexable Property but not yet annexed to the Common Interest Community.

9.8 Apportionment of Common Assessments. The amount of the Common Assessments for any year, payable by the Owner of such Lot, shall be computed by multiplying the total amount to be raised by the Common Assessments for that year, as shown in the Association Budget for that year, by a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in the Common Interest Community as of the date of such Assessment. Subject to Section 9.7, a Participating Builder shall not be responsible for paying Common Assessments for those Lots which it owns and for those Lots located within the Annexable property (but not yet annexed) which it has the option to purchase. Following the expiration of the 5-year period, Declarant and/or a Participating Builder will be treated as if it were any other Owner with respect to its obligation to pay Common Assessments.

9.9 Assessment Deposit. At the closing of a purchase of a Unit, each Owner shall deposit with the Association a sum to be determined by the Association, but which sum shall not exceed twice the amount of the total estimated monthly assessment for such Unit, which shall be held by the Association as a reserve and for working capital. The deposit of such sums shall not relieve an Owner from making the regular payment of any Assessment as the same comes due. While Declarant is in control of the Association, the Declarant shall not use any of the working capital funds of the Association to defray Declarant's expenses or reserve contributions, or non-Association construction costs, or to make up any non-Association budget deficits.

9.10 Funding of Reserve Funds. The Board, in budgeting and levying Common Assessments, shall endeavor to fund the Reserve Fund by regularly scheduled payments included as part of the Common Assessments rather than by large Special Assessments.

9.11 Supplemental Common Assessments. Except as otherwise provided herein, if the estimated sums contained in the Budget prove inadequate for any reason, including nonpayment of any Owner's Common Assessment, the Board may, from time to time, levy a Supplemental Common Assessment for any of the Maintenance Funds. Such Supplemental Common Assessment shall be assessed against the Owner of each Lot, in the same manner Common Assessments are originally assessed each year by the Board with respect to the particular Maintenance Fund except that the denominator shall be the number of Lots in the Common Interest Community as of the date of such Assessment. Written notice of any change in the amount of any annual Common Assessment shall be sent to every Owner subject thereto, not less than thirty (30) days prior to the effective date of such change.

9.12 Annual Budgets. The Board of Directors shall cause to be prepared, at least sixty (60) days prior to the commencement of each calendar year, a Budget for such calendar year, including a reasonable provision for contingencies and deposits into the Operating Fund and the Reserve Fund. The Budget shall show, in reasonable detail, the categories of expenses and the amount of expenses in each

Maintenance Fund, and shall reflect any expected income of the Association for the coming calendar year and any expected surplus from the prior year and any existing surplus in any Reserve Fund. The Budget may include an amount for contingencies and amounts deemed necessary or desirable for deposits to create, replenish, or add to the proper Reserve Fund for major capital repairs, replacements, and improvements for Association Properties. Within thirty (30) days after the adoption of any Budget by the Board, the Board shall cause a copy of the Budget to be distributed to each Member, shall cause a copy of the Budget to be posted at the principal office of the Association, and shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Such meeting may be concurrent with the annual meeting of Members as provided in the Bylaws. Unless at that meeting a majority of the Owners reject the Budget, the Budget shall be deemed ratified, whether or not a quorum is present. In the event the Budget is rejected, the periodic Budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent Budget proposed by the Board. In the event the Association does not have an address for any Member, the posting of such Budget at the principal office of the Association shall be deemed notice to any such Member. At such time as the Association publishes a newsletter for Members, the Budget shall be published in such newsletter. Copies of the Budget shall be made available by the Association to any Members requesting a copy of the same upon payment of the reasonable expense of copying the same. 39

9.13 Commencement of Common Assessments. Except as otherwise provided herein, Common Assessments shall commence as to each Lot within the Common Interest Community on the first day of the first month following the date of recordation of the first deed conveying a Lot within that Common Interest Community. The Common Assessments for the then current calendar year shall be prorated within the Common Interest Community on the basis of the number of months in such calendar year remaining from the date of commencement of such Common Assessments to the end of such calendar year.

9.14 Payment of Assessment. Common Assessments shall be due and payable in advance to the Association by the assessed Member during the calendar year in equal monthly installments, on or before the first day of each month, or in such other manner and on such other dates as the Board of Directors may designate in its sole and absolute discretion. Notice of the amount of the Common Assessments shall be given to each Member as soon as practical after the Budget has been ratified by the Members.

9.15 Failure to Fix Assessment. The failure by the Board of Directors to levy an Assessment for any year shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Member to pay Assessments, or any installment thereof, for that or any subsequent year. No abatement of the Common Assessment or any other Assessment shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or Improvements to Association Properties or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

9.16 Special Assessments for Capital Expenditures. In addition to Common Assessments, the Board of Directors may, subject to the provisions of this Section, levy Special Assessments for the purpose of raising funds not otherwise provided under the Budget from Common Assessments to (a) construct or reconstruct, repair or replace capital Improvements upon Association Properties, including necessary personal property related thereto; (b) add to the Association Properties; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration; or (e) maintain storm drainage facilities including storm drainage and water quality monitoring. The

Board of Directors shall not levy Special Assessments without the vote of the Members representing at least two-thirds (2/3) of the Owners of Lots subject to the Special Assessment who are entitled to vote. Special Assessments for capital Improvements which may be used by all Members of the Association shall be levied solely on the basis of, and in proportion to, the Membership Interest of an Owner. The Association shall notify Members in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable and the Members shall pay any such Special Assessment in the manner so specified.

9.17 Reimbursement Assessments. The Board of Directors may, subject to the provisions hereof, levy a Reimbursement Assessment against any Member if the willful or negligent failure of a Member, or a Person acting by or through a Member, to comply with this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations results in the expenditure of funds by the Association including, but not limited to, court costs and attorneys' fees. Such Assessment shall be known as a Reimbursement Assessment. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing. A Member shall be entitled to Notice and Hearing prior to the issuance of a Reimbursement Assessment against such Owner by the Association. 40

9.18 Late Charges and Interest. If any Assessment, or any installment thereof, is not paid when due, the Member obligated to pay the Assessment may be required to pay a reasonable late charge to be determined by the Board. Any Assessment, or installment of Assessment, which is not paid when due shall bear interest from the date such Assessment was due at a rate of eighteen percent (18%) per annum.

9.19 Surplus Funds. The Association shall not be required to pay, or otherwise refund to the Members, any surplus funds remaining after payment of, or provision for, Administrative Functions or reserves.

9.20 Notice of Default and Acceleration of Assessments. If any Assessment, or any installment thereof, is not paid when due, the Board of Directors may, but shall not be required to, mail a notice of default ("Notice of Default") to the Owner and to each first Mortgagee of the Lot who has requested a copy of the notice. The notice shall specify (a) the fact that the installment is delinquent; (b) the action required to cure the default; and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the Assessment or the installments of the Assessment for the then current calendar year and the filing and foreclosure of the lien for the Assessment against the Lot of the Member. If the delinquent Assessment or installment and any late charges or interest thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the Assessment to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges and interest thereon in any manner authorized by law or in this Declaration, subject to the protection afforded to Mortgagees under this Declaration.

9.21 Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner or Member against whom the same is assessed. In the event of a default in payment of any Assessment or installment thereof, whether Common, Special, or Reimbursement, the Board may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by the filing and foreclosure of a lien as hereinafter provided.

9.22 Lawsuit to Enforce Assessments. The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charges, interest,

and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the defaulting Owner or Member.

9.23 Lien to Enforce Assessments. Pursuant to and in accordance with the Act, the Association shall have a statutory lien on a Lot for any Assessment levied against that Lot, or fines imposed against its Owner, from the time such Assessment or fine becomes due. All fees, charges, late charges, attorneys' fees, fines and interest outstanding from such Owner shall be included in such lien. The lien created hereby and under the Act shall be prior to any declaration of homestead rights recorded after the time that the Lot becomes a part of the Common Interest Community and shall have the priority attached to such lien under the Act and under Colorado law. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for the foreclosure of mortgages in the State of Colorado or in any other manner provided under Colorado law. Except as otherwise required under the Act, the lien of Assessments provided herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded first mortgage or recorded first deed of trust, and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not. Sale or transfer of any Lot shall not affect the Assessment lien. Except as otherwise required by Colorado state law, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, or the cancellation or foreclosure of any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether record or not, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. 4

9.24 Estoppel Certificates. Upon the written request of any Member and any Person with, or intending to acquire, any right, title, or interest in the Lot of such Member, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and accrued and then unpaid with respect to a Lot and the Owner thereof, and setting forth the amount of any Assessment levied against such Lot which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association and all Persons for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other Assessments have been levied.

9.25 No Offsets. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

ARTICLE 10

MISCELLANEOUS

10.1 Term of Declaration. Unless amended as herein provided, each provision contained in this Declaration shall continue and remain in full force and effect until December 31, 2050, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Members holding at least seventy-five percent (75%) of the voting power of Members of the Association entitled to vote; provided, however, that no such termination shall occur without (i) the prior written consent of the City, such consent not to be unreasonably withheld, and (ii) provision for adequate maintenance and care of the Association Properties which the Association does not own but maintains and for storm drainage and water quality monitoring. In the event this Declaration

is terminated, the termination of this Declaration shall be evidenced by a termination agreement ("Termination Agreement"), or ratification thereof, executed by the requisite number of Owners. The Termination Agreement shall specify a date after which the Termination Agreement will be void unless recorded before such date. The Termination Agreement shall be recorded and the termination of this Declaration shall be effective upon such recording.

10.2 Amendment of Declaration by Declarant. Until such time as Declarant or a Participating Builder has conveyed any portion of the Common Interest Community to individual home buyers (as opposed to Participating Builders), any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination. Declarant reserves the right to unilaterally amend this Declaration in all circumstances permitted by the Act. Notwithstanding anything contained within this Declaration, and to the extent permitted by the Act, if Declarant determines that any amendments to this Declaration or any amendments to the Articles or Bylaws shall be necessary in order for existing or future mortgages, deeds of trust, or other security instruments to be acceptable to the Veteran's Administration, the FHA, the FNMA, or the FHLMC then Declarant shall have and hereby specifically reserves the right and power to make, execute and record any such amendments without obtaining approval of the Owners, Members or First Mortgagees (or any percentage thereof). Notwithstanding anything contained within this Declaration, during the period of Declarant control over the Master Association, amendments of documents previously approved by the FHA, must be subsequently approved by the FHA. 4

10.3 Amendment of Declaration by Members. Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment by Members holding at least seventy-five percent (75%) of the voting power of the Association entitled to vote. The approval of any such amendment or repeal shall be evidenced by a certification executed by the requisite number of Members. The amendment shall be effective upon the recordation of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment in full and certifying that the amendment or repeal has been approved by the Members. Any amendment to the Declaration made hereunder shall be effective only when Recorded.

10.4 Amendment to Terminate Declaration. To the extent permitted by the Act, any amendment to this Declaration which would terminate the Declaration shall require, in addition to the requirements of Sections 10.2 and 10.3 above, the written consent of the City. The written consent of the City shall not unreasonably be withheld if, among other factors deemed relevant by the City, adequate assurances and provisions are made for ongoing long-term maintenance of the Common Area and Improvements thereon and water quality monitoring continues as set forth in the Arboretum Agreement. This provision requiring City consent to terminate this Declaration may not be amended without the advance written consent of the City.

10.5 Amendment of Articles and Bylaws. The Articles of Incorporation and Bylaws may be amended in accordance with the provisions set forth in such instruments or, in the absence of such provisions, in accordance with applicable provisions of the Colorado Nonprofit Corporation Act.

10.6 Special Rights of First Mortgagees. Any First Mortgagee (meaning a Mortgagee with first priority over other Mortgages) of a Mortgage encumbering any Lot in the Common Interest Community, upon filing a written request therefor with the Association, shall be entitled to (a) written notice from the Association of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws, or the Rules

and Regulations, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association including any annual financial statement within ninety (90) days following the end of any fiscal year of the Association; (d) to receive written notice of all meetings of Members; (e) designate a representative to attend any meeting of Members; (f) receive immediate written notice as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Association Properties. 4

10.7 Priority of First Mortgage Over Assessments. Except for the priority granted to the Association for Assessments under the Act, each First Mortgagee of a Mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the Mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure shall take title to the Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such holder acquires title to such Lot.

10.8 Association Right to Mortgage Information. Each Owner hereby authorizes any First Mortgagee holding a Mortgage on such Owner's Lot to furnish information to the Association concerning the status of such First Mortgage and the loan which it secures.

10.9 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail, telephone, telecopier or telegraph. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

10.10 Persons Entitled To Enforce Declaration. The Association, acting by authority of the Board, and any Member of the Association entitled to vote shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration against any property within the Common Interest Community and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Declaration. City shall have the right to enforce all provisions requiring maintenance of landscaping, storm drainage facilities, and water quality monitoring, including the assessment of fees for such purposes.

10.11 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction, and equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

10.12 Enforcement of Self-Help. Declarant or the Association, or any authorized agent of either of them, may enforce, by self-help, any of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration, provided such self-help is preceded by Notice and Hearing as set forth in the Bylaws.

10.13 Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Common Interest Community is hereby declared to be a violation of this Declaration and shall be subject to any and all enforcement procedures set forth in this Declaration.

10.14 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

10.15 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorneys' fees.

10.16 Limitation on Liability. The Association, the Board of Directors, the Design Review Committee, Declarant, and any Member, agent, or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

10.17 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

10.18 Governing Law. This Declaration shall be construed and governed under the laws of the State of Colorado.

10.19 Colorado Common Interest Ownership Act. In the event that any of the terms and conditions of this Declaration are in conflict or inconsistent with the terms and conditions of the Colorado Common Interest Ownership Act, the terms and conditions of the Act shall control. All terms and provisions contained herein, to the extent possible, shall be construed in accordance with the terms and provisions of the Act.

10.20 Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

10.21 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.

10.22 Captions for Convenience. The titles, headings, and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

10.23 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving consolidated association may administer and enforce the covenants, conditions, and restrictions established by this Declaration governing the Property, together with the covenants and restrictions established upon any other property, as one plan.

10.24 Exhibits Incorporated. All Exhibits to this Declaration are incorporated herein and made a part hereof as if fully set forth herein.

10.25 Disclaimer Regarding Safety. DECLARANT HEREBY DISCLAIMS ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMON INTEREST COMMUNITY. ANY OWNER OF PROPERTY WITHIN THE COMMON

INTEREST COMMUNITY ACKNOWLEDGES THAT DECLARANT IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION AND BYLAWS, AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMON INTEREST COMMUNITY. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT WITHIN THE COMMON INTEREST COMMUNITY, ACKNOWLEDGES THAT BEARS, MOUNTAIN LIONS, RATTLESNAKES, AND OTHER SPECIES OF WILDLIFE WHICH MAY BE HAZARDOUS TO HUMANS AND PETS INHABIT THE AREA. DECLARANT MAKES NO REPRESENTATIONS REGARDING THE SAFETY OF THE COMMON INTEREST COMMUNITY WITH RESPECT TO SUCH WILDLIFE AND SHALL NOT HAVE ANY DUTY TO PROTECT ANY PERSON OR PET FROM SUCH WILDLIFE.

10.26 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON INTEREST COMMUNITY, OR ANY IMPROVEMENT THEREON, ITS OR THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, UNLESS AND EXCEPT AS SHALL BE SPECIFICALLY SET FORTH IN WRITING IN A SEPARATE DOCUMENT.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

ADM-CHATFIELD GREEN, LLC, a Colorado limited liability company

By: Laguna Builders, Inc., a Colorado corporation Member

By: Barry L. Talley
Title: Barry L. Talley, President

STATE OF COLORADO)
City and) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 13 day of November, 1997, by Barry L. Talley as President on behalf of Laguna Builders, Inc., a Colorado corporation, as Member on behalf of ADM-Chatfield Green, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires 2-25-99.

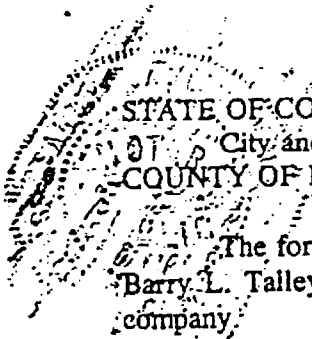
Judy Anderson
Notary Public

CONSENT

The undersigned as the holder of title to the Annexable Property hereby consents to the inclusion of such property within the description of Annexable Property to this Declaration and agrees that at such time as the Declarant, or any successor or assign elects to annex the same to the provisions hereof, provided the same has been platted, the undersigned will, join in execution to the extent legally necessary to do so.

Fairfield Lake Investors LLC, a Colorado limited liability company

By: Barry L. Talley
Barry L. Talley, Member



STATE OF COLORADO)
City and) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of November, 1997, by Barry L. Talley as Member on behalf of Fairfield Lake Investors, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires 2-25-99.

Andy Paul Thyer
Notary Public

EXHIBIT A

Legal Description

Lots 1 through 11, Block 1; Lots 1 through 9, Block 2;
Lots 1 through 16, Block 3; Lots 1 through 17, Block 4;
Lots 1 through 18, Block 5; Lots 1 through 26, Block 6;
Lots 1 through 28, Block 7; Lots 1 through 27, Block 8;
Lots 1 through 6, Block 9; Lots 1 through 19, Block 10,
CHATFIELD GREEN SUBDIVISION FILING NO. 1.

County of Jefferson, State of Colorado.

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EXHIBIT B

Agreement for Annexation

[See Attached]

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AGREEMENT FOR ANNEXATION

THIS AGREEMENT FOR ANNEXATION ("Agreement") is entered into the date and year hereinafter set forth by ADM-CHATFIELD GREEN LLC, a Colorado limited liability company ("ADM") and _____, a _____ ("Participating Builder") (ADM and Participating Builder are hereinafter collectively referred to as the "Parties"). The defined name of each of the Parties includes, and shall be deemed to refer to, the successors and assigns of each of the Parties, so that the rights and obligations of each of the Parties (as provided in this Agreement) are also binding upon and inure to the benefit of the successors and assigns of each of the Parties.

WITNESSETH:

THAT, WHEREAS, a certain Declaration of Covenants, Conditions and Restriction of Chatfield Green was recorded on _____, 19____, in Book _____ at Page _____, Reception No. _____, in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended and supplemented from time to time ("Declaration") (terms which are defined in the Declaration shall have the same meanings unless otherwise defined); and

WHEREAS, ADM is the "Declarant" under the Declaration and, as such, has a right to annex to the Declaration additional property as more fully provided in Article 6 of the Declaration, and which additional property includes the property described on Exhibit A attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, ADM is/was the owner of the Property and plans to convey/has conveyed the Property to Participating Builder; and

WHEREAS, the Option Agreement dated _____, by which Participating Builder is purchasing/has purchased the Property from ADM provides that, at the time of conveyance of a Lot within the Property from Participating Builder to a third party, the Lot will be subject to the Declaration; and

WHEREAS, the Parties have agreed that the Property and the Lots therein may be annexed to the Declaration in phases, rather than all at once, with each phase planned to consist of one or more Lots together with all improvements thereon (each such Lot or group of Lots, whether one or more, is referred to as a "Phase").

NOW THEREFORE, in consideration of the foregoing covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, ADM and Participating Builder covenant and agree as follows:

1. By their signature on this document, the Parties evidence their intention to annex each Phase to the Declaration immediately prior to conveyance of any portion of such Phase by Participating Builder to a third party purchaser ("Home Buyer"). As provided in Article 6 of the Declaration, annexation of each Phase to the Declaration shall be accomplished by recording a Supplemental Declaration for such Phase, which document shall be in substantially the form attached hereto as Exhibit B and incorporated herein by this reference ("Supplemental Declaration"). Participating Builder shall fully cooperate with ADM to execute and record a legally sufficient and appropriate Supplemental Declaration for each Phase, and shall take all other actions that may be necessary or appropriate to accomplish the annexation of a Phase prior to conveyance by Participating Builder. Incidental to each such annexation, each Lot in each Phase shall become subject to all of the terms and provisions of the Declaration, including, without limitation, the obligation to pay assessments and other amounts to the Association and the right to cast votes as Members; provided, however, that pursuant to section 9.7 of the Declaration, Participating Builder acknowledges and agrees that prior to the annexation of such Lot(s) it shall be obligated to pay its pro-rata share of the Association's actual operating costs and expenses based on the formula set forth therein even though the Lots have not yet been annexed to the Common Interest Community.

2. Upon the conveyance of a Lot to a Home Buyer such Home Buyer is obligated to pay the Assessment Deposit as a reserve for working capital for the Association.

3. Upon the recordation of a Plat which covers any portion of the Annexable Property such Plat shall be deemed a Supplemental Plat, as set forth in Article 6 of the Declaration, and there shall be no further need to record another Supplemental Plat for such Annexable Property, provided that no Lot(s) covered by such Plat will be deemed annexed until a Supplemental Declaration annexing such Lot(s) to the Common Interest Community has been recorded.

4. Notwithstanding any of the provisions to the contrary in this Agreement, ADM may at any time, from time to time, if there is a default hereunder by Participating Builder or if ADM has reason to believe that the terms hereof are not otherwise being complied with, or if a Participating Builder sells, transfers or otherwise conveys a lot(s) without a completed dwelling thereon, execute and record a Supplemental Declaration of any or all of the Property, even if such annexed property constitutes less than or more than one (1) Phase. The signing of this Agreement by ADM does not constitute a waiver, release or estoppel which would prohibit it from exercising its rights of annexation which are contained in the Declaration. This Agreement in no way prohibits ADM or Participating Builder from annexing its respective Lot(s) to the Common Interest Community at any time prior to the conveyance of such Lot(s) to a respective homeowner (or subsequent purchaser), should it desire to do so. In the event a Participating Builder desires to so annex a Lot prior to its sale to a respective homeowner, ADM agrees to fully cooperate with Participating Builder in executing and recording a Supplemental Declaration and Supplemental Plat as necessary.

5. This Agreement shall automatically terminate, and be null and void and of no further force and effect, upon recordation in Jefferson County, Colorado, of Annexations which cover all of the Property. Without limiting the generality of the foregoing, the Parties may at any time sign and record a separate document by which the Parties acknowledge this Agreement is null, void, and of no further force and effect, although no such recorded document shall be required in order to effectuate the automatic termination provision which is contained in the first sentence of this Section.

6. This Agreement, and the terms and provisions hereof, shall run with the Property, and shall be binding upon and inure to the benefit of ADM and Participating Builder, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Parties have hereunto set their hands and seals this ____ day of _____, 199__.

ADM:

ADM-CHATFIELD GREEN LLC, a Colorado limited liability company

By: _____
Title: _____

PARTICIPATING BUILDER:

a _____

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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The foregoing instrument was acknowledged before me this ____ day of _____, 199__, by _____ as _____ of ADM-Chatfield Green LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 199__, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

RECEPTION NO. F0528294

EXHIBIT C

Annexable Property

[See Separate Legal Description Attached]

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A TRACT OF LAND SITUATED IN THE S 1/2 NW 1/4; THE W 1/2 SW 1/4 SW 1/4 SW 1/4 NE 1/4; THE SE 1/4; AND ALL OF THE SW 1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 10, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 10 LIES N. 89 DEGREES 36 MINUTES 32 SECONDS E., A DISTANCE OF 600.00 FEET; THENCE N. 20 DEGREES 29 MINUTES 29 SECONDS E., A DISTANCE OF 1239.50 FEET TO THE SW CORNER OF THE NE 1/4 NE 1/4 NE 1/4 SE 1/4 SE 1/4; THENCE N. 00 DEGREES 01 MINUTES 17 SECONDS E. ALONG THE WEST LINE OF SAID NE 1/4 NE 1/4 NE 1/4 SE 1/4 SE 1/4, A DISTANCE OF 165.66 FEET TO THE NW CORNER THEREOF; THENCE N. 63 DEGREES 47 MINUTES 24 SECONDS W., A DISTANCE OF 368.61 FEET TO THE SE CORNER OF THE NW 1/4 SW 1/4 SE 1/4 NE 1/4 SE 1/4; THENCE N. 26 DEGREES 33 MINUTES 59 SECONDS W., A DISTANCE OF 369.49 FEET TO THE SE CORNER OF THE N 1/2 NE 1/4 SW 1/4 NE 1/4 SE 1/4; THENCE N 63 DEGREES 33 MINUTES 09 SECONDS W., A DISTANCE OF 368.73 FEET TO THE SE CORNER OF THE SW 1/4 NW 1/4 NE 1/4 SE 1/4; THENCE S 89 DEGREES 45 MINUTES 49 SECONDS W. ALONG THE SOUTH LINE OF SAID SW 1/4 NW 1/4 NE 1/4 SE 1/4, A DISTANCE OF 330.11 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N. 76 DEGREES 08 MINUTES 22 SECONDS W., A DISTANCE OF 680.18 FEET TO THE SE CORNER OF THE N 1/2 SE 1/4 NW 1/4 NW 1/4 SE 1/4; THENCE N. 71 DEGREES 41 MINUTES 03 SECONDS W., A DISTANCE OF 521.72 FEET TO THE SW CORNER OF THE E 1/2 NW 1/4 NW 1/4 NW 1/4 SE 1/4; THENCE N 13 DEGREES 59 MINUTES 14 SECONDS W., A DISTANCE OF 683.44 FEET TO THE NW CORNER OF THE SW 1/4 SW 1/4 SW 1/4 NE 1/4; THENCE N. 18 DEGREES 20 MINUTES 42 SECONDS W., A DISTANCE OF 1048.48 FEET TO THE NW CORNER OF THE E 1/2 NE 1/4 SE 1/4 NW 1/4; THENCE S. 89 DEGREES 53 MINUTES 17 SECONDS W. ALONG THE NORTH LINE OF THE S 1/2 NW 1/4, A DISTANCE OF 2309.78 FEET TO THE NW CORNER OF THE S 1/2 NW 1/4; THENCE S. 00 DEGREES 08 MINUTES 16 SECONDS W. ALONG THE WEST LINE OF THE S 1/2 NW 1/4, A DISTANCE OF 1331.51 FEET TO THE SW CORNER OF THE S 1/2 NW 1/4, THENCE S. 00 DEGREES 01 MINUTES 40 SECONDS W. ALONG THE WEST LINE OF THE SW 1/4, A DISTANCE OF 2664.33 FEET TO THE SW CORNER OF THE SAID SECTION 10; THENCE N. 89 DEGREES 36 MINUTES 16 SECONDS E. ALONG THE SOUTH LINE OF THE SW 1/4, A DISTANCE OF 2643.79 FEET TO THE SE CORNER OF THE SW 1/4 OF SAID SECTION 10; THENCE N 89 DEGREES 36 MINUTES 32 SECONDS E. ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 10, A DISTANCE OF 2043.69 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N 89°22'32"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10 A DISTANCE OF 841.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 1203.49 FEET; THENCE N 20°15'29"E A DISTANCE OF 171.11 FEET; THENCE N 82°45'02"W A DISTANCE OF 62.84 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 266.00 FEET, A CENTRAL ANGLE OF 95°57'03" AN ARC DISTANCE OF 445.46 FEET (THE CHORD OF WHICH BEARS N 34°46'25"W A DISTANCE OF 395.20 FEET); THENCE N 13°12'06"E A DISTANCE OF 107.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 434.00 FEET, A CENTRAL ANGLE OF 15°48'15" AN ARC DISTANCE OF 119.71 FEET (THE CHORD OF WHICH BEARS N05°17'58"E A DISTANCE OF 119.33 FEET); THENCE S 87°23'50"W RADIALLY, A DISTANCE OF 41.50 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER OF SAID CURVE BEARS S 87°23'51"W A DISTANCE OF 392.50 FEET; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 392.50 FEET, A CENTRAL ANGLE OF 41°33'15" AN ARC DISTANCE OF 284.66 FEET (THE CHORD OF WHICH BEARS N 23°22'45"W A DISTANCE OF 278.46 FEET); THENCE N 48°37'09"E A DISTANCE OF 198.75

FEET; THENCE N 20°15'29"E A DISTANCE OF 341.20 FEET; THENCE S 69°44'31"E A DISTANCE OF 322.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 123.00 FEET, A CENTRAL ANGLE OF 49°50'35" AND ARC DISTANCE OF 107.00 FEET (THE CHORD OF WHICH BEARS S 44°49'14"E A DISTANCE OF 103.66 FEET); THENCE N 70°06'04"E RADIALLY, A DISTANCE OF 139.58 FEET; THENCE N 00°12'43"W A DISTANCE OF 44.49 FEET; THENCE N 64°01'24"E A DISTANCE OF 368.61 FEET; THENCE N 26°47'59"W A DISTANCE OF 369.49 FEET TO THE SE CORNER OF THE N1/2 NE1/4 SW1/4 NE1/4 SE1/4 OF SAID SECTION; THENCE N 63°47'09"W A DISTANCE OF 368.73 FEET TO THE SE CORNER OF THE SW1/4 NW1/4 NE1/4 SE1/4 OF SAID SECTION 10; THENCE S 89°31'49"W ALONG THE SOUTH LINE OF SAID SW1/4 NW1/4 NE1/4 SE1/4 OF SAID SECTION 10 A DISTANCE OF 330.11 FEET TO THE SW CORNER THEREOF; THENCE N 76°22'22"W A DISTANCE OF 660.15 FEET TO THE SE CORNER OF THE N1/2 SE1/4 NW1/4 NW1/4 SE1/4 OF SAID SECTION 10; THENCE N 71°55'03"W A DISTANCE OF 521.72 FEET TO THE SW CORNER OF THE E1/2 NW1/4 NW1/4 NW1/4 SE1/4 OF SAID SECTION 10; THENCE N 14°13'14"W A DISTANCE OF 683.44 FEET TO THE NW CORNER OF THE SW1/4 SW1/4 SW1/4 NE1/4 OF SAID SECTION 10; THENCE N 18°34'42"W A DISTANCE OF 1048.48 FEET TO THE NW CORNER OF THE E1/2 NE1/4 SE1/4 NW1/4 OF SAID SECTION 10; THENCE S 89°39'17"W ALONG THE NORTH LINE OF THE S1/2 NW1/4 A DISTANCE OF 279.46 FEET; THENCE S 00°05'44"E A DISTANCE OF 1047.27 FEET; THENCE S 89°39'17"W A DISTANCE OF 426.00 FEET; THENCE S 00°05'44"E A DISTANCE OF 219.00 FEET; THENCE S 89°39'17"W A DISTANCE OF 261.80 FEET; THENCE S 00°12'20"E A DISTANCE OF 317.76 FEET; THENCE N 85°14'05"W A DISTANCE OF 177.42 FEET; THENCE N 74°13'19"W A DISTANCE OF 269.06 FEET; THENCE S 89°44'20"W A DISTANCE OF 857.23 FEET; THENCE S 00°12'20"E A DISTANCE OF 368.42 FEET; THENCE S 72°00'21"E A DISTANCE OF 493.87 FEET; THENCE S 85°00'21"E A DISTANCE OF 247.07 FEET; THENCE N 85°40'39"E A DISTANCE OF 497.36 FEET; THENCE N 74°17'37"E A DISTANCE OF 99.05 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1192.50 FEET, A CENTRAL ANGLE OF 13°57'26" AN ARC DISTANCE OF 290.49 FEET (THE CHORD OF WHICH BEARS S 16°00'09"E A DISTANCE OF 289.77 FEET); THENCE S 63°02'27"W A DISTANCE OF 281.61 FEET; THENCE N 86°06'51"W A DISTANCE OF 130.00 FEET; THENCE S 65°21'47"W A DISTANCE OF 100.00 FEET; THENCE S 08°06'59" W A DISTANCE OF 175.00 FEET; THENCE S 49°41'48"W A DISTANCE OF 115.49 FEET; THENCE S 02°03'17"W A DISTANCE OF 49.53 FEET; THENCE S 39°26'39"E A DISTANCE OF 136.61 FEET; THENCE N 90°00'00"E A DISTANCE OF 191.17 FEET; THENCE S 31°53'25"E A DISTANCE OF 304.38 FEET; THENCE S 53°50'34"E A DISTANCE OF 124.95 FEET; THENCE N 38°40'56"E A DISTANCE OF 142.02 FEET; THENCE N 06°56'30"W A DISTANCE OF 430.88 FEET; THENCE N 51°38'37"E A DISTANCE OF 187.35 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1192.50 FEET, A CENTRAL ANGLE OF 65°47'39" AN ARC DISTANCE OF 1369.38 FEET (THE CHORD OF WHICH BEARS S 69°13'18"E A DISTANCE OF 1295.37 FEET); THENCE N 77°52'53"E A DISTANCE OF 313.87 FEET; THENCE S 12°07'07"E A DISTANCE OF 320.00 FEET; THENCE S 24°59'02"E A DISTANCE OF 785.11 FEET; THENCE S 00°37'28"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

COUNTY OF JEFFERSON, STATE OF COLORADO.

EXHIBIT D

Common Areas

[See Attached]

5

Chatfield Green Master HOA

Tract Ownership and Maintenance Schedule

November 14, 1997

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CGHOA=Chatfield Green Master Homeowners Association
 CGMD=Chatfield Green Metropolitan District
 KCRWSD=Ken Caryl Ranch Water & Sanitation District
 SSPRD=South Suburban Park & Recreation District

| Tract | Description | Size | Ownership | Maintenance |
|-------|--------------------------|------|-------------------|-------------|
| A | Drainage/Park/Open Space | 2.7 | City of Littleton | CGHOA/CGMD |
| B | Drainage/Park/Open Space | 1.1 | City of Littleton | CGHOA/CGMD |
| E | Landscape Median | .005 | CGHOA | CGHOA |
| M | Drainage/Utility | .2 | CGHOA | CGHOA |
| N | Drainage/Utility | .2 | CGHOA | CGHOA |
| Q | Landscape Median | .07 | CGHOA | CGHOA |
| R | Drainage/Utility | .06 | CGHOA | CGHOA |
| S | Drainage/Utility | .05 | CGHOA | CGHOA |

RECEPTION NO. F0528294

EXHIBIT E

Permitted Exceptions

[See Attached]

5

1. Right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded April 10, 1876 in Book 10 at Page 186.
2. Right of proprietor of a vein or load to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded April 10, 1876 in Book 10 at Page 188.
3. Rights to use and convey water through The Fairview Ditch as contained in Agreement recorded December 21, 1899 in Book 100 at Page 544.
4. Terms, conditions and provisions of Consent Decree in District Court, County of Jefferson, Case No. 86CV0084 recorded September 30, 1987 under Reception No. 87121870 and Correction recorded April 8, 1988 under Reception No. 88033384.
5. Terms, conditions, provisions, agreements and obligations specified under the Ordinance No. 9, Series of 1991 recorded March 20, 1991 at Reception No. 91022577.
6. The effect of the Annexation Map recorded March 20, 1991 at Reception No. 91022578 and the Amended and Corrected Annexation Map recorded March 20, 1991 at Reception No. 91022579.
7. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. CC91-212 recorded June 7, 1991 at Reception No. 91049601.
8. The effect of the Official Development Plan recorded July 7, 1991 at Reception No. 91063961 and Amendment recorded January 11, 1993 at Reception No. 93004593.
9. Any tax, lien, fee or assessment by reason of the inclusion of the subject property in the Ken-Caryl Ranch Water and Sanitation District, as disclosed by the instrument recorded November 30, 1993 at Reception No. 93198491.
10. Terms, conditions, provisions, agreements and obligations specified under the Order and Decree Creating District recorded February 1, 1994 at Reception No. 94021770.
11. Terms, conditions, provisions, agreements and obligations specified under the Order recorded June 6, 1994 at Reception No. 94100129.
12. Any tax, lien, fee or assessment by reason of the inclusion of the subject property in the South Suburban Park and Recreation District, as disclosed by the instrument recorded November 11, 1994 at Reception No. 94178986.
13. Terms, conditions, provisions, agreements and obligations specified under the Amended and Restated Agreement Concerning Development of Chatfield Green Subdivision recorded December 22 1997 at Reception No. F0528282.
14. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the Plat of Chatfield Green Subdivision Filing No. 1 recorded December 22 1997 at Reception No. F0528286.

15. Terms, conditions, provisions, agreements and obligations specified under the Landscape Plan recorded December 22, 1997 at Reception No. F0528287.
16. Terms, conditions, provisions, agreements and obligations specified under the Subdivision Improvement Agreement recorded December 22, 1997 at Reception No. F0528288.
17. Easement for access as granted in Declaration of Taking recorded June 6, 1969 in Book 2108 at Page 293 and Judgment on Stipulation recorded November 29, 1972 in Book 2450 at Page 573, as assigned to the City of Littleton in Assignment of Easement recorded December 22, 1997 at Reception No. F0528285.
18. Terms, conditions, provisions, agreements, easements and obligations specified under the Water Right Conveyance and Easement Agreement recorded December 22, 1997 at Reception No. F0528291.

RECEPTION NO. F0528294

EXHIBIT F

Supplemental Declaration

[See Attached]

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RECEPTION NO. F0528294

EXHIBIT A

Lot

Block

Filing

RECEPTION NO. F0528294

**EXHIBIT D
TO
CLOSING INSTRUCTIONS
SHEA ACQUISITION DOCUMENTS**