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AMENDED AND RESTATED DECLARATION
OF
TRAPPER'S POND

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*AMENDED AND RESTATED
DECLARATION
OF
TRAPPER'S POND*

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THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth, by Westridge I LLC, a Colorado limited liability company, with an address of 5675 DTC Boulevard, Suite 120, Englewood, Colorado 80111 ("Declarant").

RECITALS:

A. Declarant is the owner of certain property in the County of Jefferson, State of Colorado, which is more particularly described as set forth in Exhibit A attached hereto and by reference made a part hereof.

B. Declarant desires to create a Planned Community on the Real Estate (as Real Estate is defined herein) under the name of Trapper's Pond, in which portions of the Real Estate will be designated for separate ownership and uses of a residential nature, and in which portions of the Real Estate will be designated for ownership by an owners' association.

C. Declarant has caused "Trapper's Pond Owners Association, Inc.," a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as an owners' association, for the purpose of exercising the functions as herein set forth.

D. Declarant previously executed that certain Declaration of Trapper's Pond (the "Original Declaration"), which was recorded on June 3, 1996 at Reception No. F0244895 of the real property records of Jefferson County, Colorado.

E. Declarant and the other owner(s) of the real property subject to the Original Declaration desire to make certain amendments and revisions to the terms thereof, and in order to do so have executed this Declaration, with the intent and understanding that this Declaration shall amend, restate and supersede the Original Declaration in its entirety.

**ARTICLE 1
SUBMISSION/DEFINED TERMS**

Section 1.1 Submission of Real Estate. Declarant hereby submits the property described in Exhibit A, and such additional property as may be subsequently added (the Real Estate), to the provisions of the Colorado Common Interest Ownership Act that apply to Planned Communities, as set forth in C.R.S. §§ 38-33.3-116 (the "Act"), as the Act may be amended from time to time, and to the terms and conditions of this Declaration. In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. Declarant hereby declares that all

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of the Real Estate shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Real Estate, that this Declaration shall run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of each Unit Owner thereof.

Section 1.2 Defined Terms. Each capitalized term in this Declaration or in the plat or map shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration.

(a) Common Elements means the property within this Common Interest Community owned by the Association, other than a Unit; which property is designated in a recorded plat or map and in this Declaration, and which property is conveyed to the Association.

(b) Common Expense Assessment(s) shall include, in supplementation to the definition of Common Expense Assessments included in the Act, late charges, attorneys' fees, fines and interest charged by the Association.

(c) Design Review Committee means the committee created by the Declarant for the purpose of establishing architectural controls over the Common Interest Community to insure the proper use and appropriate development and improvement of the Common Interest Community so as to provide for harmonious development and improvement of the Common Interest Community.

(d) Improvement(s) means structures installed within or upon a Unit.

(e) Limited Common Elements means those portions of the Common Elements designated by Declarant or the Association for the exclusive use of one (1) or more but fewer than all of the Units, including any storage areas.

(f) Real Estate means the property described in Exhibit A, and such additional property as may be subsequently added, pursuant to the expansion rights reserved in this Declaration, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon. All easements and licenses which the Common Interest Community is subject to as of the date of this Declaration are recited in Exhibit A.

(g) Participating Builder means an Owner, other than the Declarant, who acquires one (1) or more Units/Lots without Improvements for a home constructed thereon from the Declarant for the purpose of constructing Improvements upon the Lot or for the purpose of reselling such Lots to a third party. Participating Builders must be assigned the rights established in this Declaration by the Declarant. Initial Participating Builders

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have approved this Declaration and have acknowledged their rights by their attached approvals to this Declaration.

(h) Unit or Lot means a physical portion of the Common Interest Community, designated for separate ownership, shown as a Unit or lot on the recorded plat or map for the Common Interest Community, the boundaries of which are defined in the plat or map and in Article 4 of this Declaration.

(i) Unit Owner or Owner means the Declarant, or any other person or entity that owns a Unit.

ARTICLE 2 NAMES/DESCRIPTION OF REAL ESTATE

Section 2.1 Name and Type. The type of Common Interest Community is a Planned Community. The Common Interest Community is located Jefferson County, State of Colorado. The name of the Common Interest Community is "Trapper's Pond." The name of the Association is "Trapper's Pond Owners Association, Inc."

Section 2.2 Utility, Map and Plat Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat or map of the Common Interest Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Easements for the Executive Board and Unit Owners. Each Unit shall be subject to an easement in favor of the Executive Board (including its agents, employees and contractors) to allow for their performance of obligations in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any Improvements constructed on a Property. On exercising this easement right, the party exercising the right shall be responsible for any resulting damages, and a lien therefore is authorized and established against that party's property, pursuant to this Declaration.

Section 2.4 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Common Interest Community, to enter upon any part of the Common Interest Community in the performance of their duties.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership. Every person who is a record Unit Owner of a fee interest in any Unit which is subject to this Declaration shall be a member of the Association.

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Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for such membership. Where more than one (1) person holds an interest in any Unit, all such persons shall be members. 8

Section 3.2 General Purposes and Powers of the Association. The Association, through its Executive Board, shall perform functions and manage the Common Interest Community as provided in this Declaration so as to further the interests of the residents, occupants, tenants and guests of the Common Interest Community and members of the Association. All Unit Owners shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Common Interest Community shall be managed by the Association. The Association shall be governed by the Colorado Common Interest Ownership Act, this Declaration, its Articles of Incorporation and Bylaws, as amended from time to time, and any rules and regulations adopted by the Executive Board. The Executive Board may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility.

Section 3.4 Specific Powers. The Association shall have the powers, authority and duties as set forth in this Declaration, the Articles of Incorporation of the Association, and the Bylaws of the Association, and as necessary and proper to manage the business and affairs of the Common Interest Community. The Association shall also have all of the powers, authority and duties permitted or set forth in the Act. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of the Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Association at a meeting called for that purpose.

Section 3.5 Allocated Interests. The Common Expense liability and votes in the Association are allocated equally to each Unit. When Units are added to or withdrawn from the Common Interest Community, pursuant to the provisions of this Declaration and the Act, the formulas set forth above shall be used to reallocate the Allocated Interests.

Section 3.6 Association Agreements. Any agreement for professional management of the Common Interest Community or any contract providing for services of the Declarant may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon thirty (30) days' written notice. The Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) entered into during the declarant control period unless the Association is provided with a right of termination of any such contract or lease without cause, which is exercisable without penalty at any time after the turnover date upon not more than thirty (30) days' notice to the other party thereto.

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Section 3.7 Indemnification. To the full extent permitted by law, each officer and director of the Association shall be and are hereby indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer or director of the Association, or any settlements thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association. 9

Section 3.8 Declarant Control. The Declarant shall have the reserved power to appoint and remove officers and members of the Executive Board as allowed under the Act, until the Declarant and Participating Builders have closed on the sale of those percentages of Units as set forth in the Act. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the period of Declarant Control, but, in that event, the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 3.9 Right to Notice and Comment. Pursuant to C.R.S. § 38-33.3-205(1)(e), before the Board amends the Bylaws or adopts or amends Rules and Regulations governing the Common Interest Community, or whenever the Governing Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Further, any Unit Owner may give "Notice and Comment" to the Unit Owners of any matter affecting the Common Interest Community, and Unit Owners shall then have the right to comment, orally or in writing, on the matter. Notice shall be given to each Unit Owner in writing, delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or notice shall be published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than three (3) days before proposed action is to be taken. The Notice shall invite comment to the Executive Board or a Unit Owner, orally or in writing before the scheduled time of any meeting.

ARTICLE 4 UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Number of Units. The number of Units initially included in the Common Interest Community is six (6). The Declarant reserves the right to create and add such higher number of Units for the properties subject to this Declaration as allowed by any governmental entity having jurisdiction.

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Section 4.2 Identification of Lots/Unit Descriptions. The identification number of each Unit is shown on the plat or map for Trapper's Pond (which plat is also known as David's Place). Every contract for sale, deed, lease, Security Interest, will or other legal instrument shall legally describe a Unit by its identifying lot number followed by the name of the community, with reference to the plat or map, and the Declaration. An illustrative description is as follows:

Lot _____, Trapper's Pond (David's Place), a Planned Community, in accordance with the recorded plat/map and Declaration, Jefferson County, Colorado. 10

Reference to the Declaration, plat or map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Declaration, map or plat, without specific references thereto.

Section 4.3 Unit Boundaries. The planes defined by the unit boundary lines on the plat or map for the Real Estate are designated as boundaries of each Unit. Each Unit includes the spaces and improvements lying within the boundaries described above, and also includes the utilities and utility meters and communications, television, telephone and electrical receptacles and boxes serving that Unit exclusively, whether or not in the boundaries or contiguous to the Unit, unless the same are maintained by a governmental agency or entity or utility company.

Section 4.4 Unit Maintenance. Unit Owners are responsible for the maintenance, repair and replacement of the Improvements and properties located within their Unit boundaries, except for certain perimeter fences as designated by the Association for maintenance, repair and replacement by the Association. Specifically, Owners shall provide for all interior and exterior maintenance of all Improvements constructed on or as a part of a Lot/Unit, except with regard to certain perimeter fences. Each Unit, at all times, shall be kept well maintained, in good repair, and in a clean, sightly, and wholesome condition. Trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall not be permitted to remain exposed upon or within any Unit so that the same are visible from any neighboring Unit, or any street, except as necessary during a period of construction. The Association, and its agents, shall have the authority to enter, replace, maintain, repair and clean up Units which do not conform to the provisions of this Section, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an assessment hereunder.

Section 4.5 Association Maintenance. The Real Estate described in Exhibit B are the initial Common Elements. The Executive Board of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance responsibilities; provided, however that the Association is required to maintain all Common Elements and all Common Element landscaping in strict compliance with the landscaping requirements of Jefferson County, as applicable. The Association shall also be responsible for the improvement, upkeep and maintenance, repair and replacement of certain or designated perimeter fences, perimeter landscaping, a bike path, entry signage, and detention ponds. The Association shall also be responsible for the improvement, upkeep and maintenance, repair and reconstruction of

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landscaped areas in dedicated public rights of way or public easements; or for the payment of expenses which may be incurred by virtue of agreement with or requirement of any local governmental authority, Jefferson County or other government authorities; and for such other maintenance and repair as set forth below or elsewhere in this Declaration.

Section 4.6 Unit Owners' Easements of Enjoyment. Every Unit Owner shall have a right and easement access to their Unit and of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to promulgate and publish rules and regulations (subject to Section 3.9) which each Unit Owner and their guests shall strictly comply with.

(b) The right of the Association to suspend the voting rights and rights to use the Common Elements by an Unit Owner for any period during which any assessment against their Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements, to the extent permitted by the Act.

(d) The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

(e) The Development and Special Declarant Rights of the Declarant reserved in this Declaration.

(f) The rights of Participating Builders reserved in this Declaration.

Section 4.7 Delegation of Use. Any Unit Owner may delegate their right of enjoyment to the Common Elements and facilities to the members of their family, their tenants, guests, or contract purchasers who reside at their Unit.

**ARTICLE 5
COVENANT FOR COMMON EXPENSE ASSESSMENTS**

Section 5.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Declarant, for each Unit, shall be deemed to covenant and agree, and each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments and such other assessments as imposed by the Association.

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Such assessments, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association shall be the personal obligation of the Unit Owner of such Unit at the time when the assessment or other charges became or fell due. The Association annual Common Expense Assessments and such other assessments as imposed by the Association, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such assessment or charge is made. If any Assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Unit Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under this Declaration. 12

Section 5.2 Apportionment of Common Expenses. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with formula for liability for the Common Expenses as set forth in Section 3.5 of this Declaration.

Section 5.3 Purpose of Assessments. The assessments levied by the Association through its Executive Board shall be used exclusively for the purposes of promoting the health, safety, and welfare of the residents and guests of the Common Interest Community and the members of the Association.

Section 5.4 Annual Assessment: Compliance with Colorado State Law. The Common Expense Assessment may be made on an annual basis against all Units and must be made in compliance with the Colorado Common Interest Ownership Act, as follows:

(a) All Common Expense Assessments shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year.

(b) Pursuant to the Act, within thirty (30) days after adoption of any proposed budget for this common interest community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of a budget not less than fourteen (14) nor more than sixty (60) days after mailing, or other delivery of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Unit Owners must be continued

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until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 5.5 Effect of Non-Payment of Assessments. Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, as established by the Executive Board, shall bear interest at the rate of interest as may be determined, from time to time, by the Executive Board, and the Association may assess a reasonable late charge thereon as determined by the Executive Board. Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Unit Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. Further, the Association may bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Unit Owner's Unit. An action at law or in equity by the Association against a Unit Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien Security Interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 5.6 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien Security Interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.

Section 5.7 Working Fund. The Association or Declarant may require the first Unit Owner of each Unit (other than Declarant or a Participating Builder) to make a non-refundable

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payment to the Association in an amount equal to one-fourth (1/4) of the annual Common Expense Assessment against that Unit in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the initial sale by Declarant or a Participating Builder of each Unit, as aforesaid, and shall be for the use and benefit of the Association. Such payment shall not relieve a Unit Owner from making regular payments of assessments as the same become due. Upon the transfer of their Unit, a Unit Owner shall be entitled to a credit from their transferee for any unused portion of the aforesaid working fund. This account may be updated annually by the Association, and notice shall be given to all Unit Owners whose individual account does not equal one-fourth (1/4) of the current annual assessment. Payment of any shortage shall be due with the next regular assessment payment, following written notice.

**ARTICLE 6
RESTRICTIONS ON USE, ALIENATION
AND OCCUPANCY**

All Real Estate and Units within the Common Interest Community shall be held, used and enjoyed subject to the following limitations and restrictions. 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 Executive Board or by an appropriate committee (subject to review by the Executive Board) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing or must be contained in written guidelines or rules.

Section 6.1 Use/Occupancy. All Real Estate within the Common Interest Community shall be used only for residential uses and/or uses or purposes as allowed by local zoning, control and regulation. The use of each Unit is restricted to that of a single family residence. The term "single family residence" means a single housekeeping unit excluding group homes. No buildings or structures shall be moved from other locations onto a Unit. Except for those activities conducted as a part of the marketing and development program of the Declarant and its assignees, no industry, business, trade or commercial activities, shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. Home professional pursuits are permitted provided, however, such activity must be conducted without employees, public visits or nonresidential storage or other similar uses. No Improvements located upon a Unit shall be occupied in any manner at any time prior to being fully completed in accordance with approved plans. Further, no Improvements located upon a Unit, when completed, shall be occupied in any manner until there is compliance with all requirements, conditions, covenants, and restrictions herein set forth.

Section 6.2 Leasing and Occupancy. Any Unit Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Unit Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject

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to Rules and Regulations adopted by the Association. Except as restricted in this Declaration, and such Rules and Regulations as the Association may promulgate, the right to lease or allow occupancy of a Unit shall not be restricted.

Section 6.3 Architectural Approval Required. Improvements to each Unit must first be approved by the Design Review Committee as set forth in this Declaration. Specifically, no structure, trailer attachment, improvements, or landscaping change shall be commenced, constructed, erected, placed or installed, including, but not limited to, a change in painting and/or staining of exterior siding, unless first submitted to and approved in writing by the Design Review Committee. All additions to Improvements shall be of new construction.

Section 6.4 Landscaping Requirements and Restrictions. All portions of a Unit not improved with a residence, driveway, walkways, patios or decks (referred to as the unimproved area of a Lot) shall be landscaped by the Owner thereof, other than the Declarant and Participating Builders, except in cases where a Declarant or Participating Builder rents the residence for residential occupancy, in which event the Declarant or Participating Builder shall have the obligation to install landscaping in accordance with this Section. All landscaping shall be installed in accordance with landscaping plans submitted to and approved by the Design Review Committee. All landscaping plans shall be drawn to scale of one-fourth inch (1/4") equals one (1) foot, and shall set forth the location of landscaping, type of landscape materials, and be in accord with the requirements of this Section and other provisions of this Declaration. Any portions of the Lot that are not landscaped by the Declarant or a Participating Builder must be fully landscaped, as approved by the Committee, no later than one (1) year after the date of conveyance from Declarant or a Participating Builder of the Lot/Unit or occupancy of the Improvements constructed thereon, whichever occurs first. The landscaping of each Lot, having once been installed, shall be maintained by the Owner in a neat, attractive, sightly and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly materials, and removal of weeds and debris.

Section 6.5 Antennae. The erection, installation or maintenance of any exterior television or other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be subject to prior approval of the Design Review Committee.

Section 6.6 Vehicular Parking, Storage, Garages and Garage Doors.

(a) No oversized vehicles, trailers, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck, self-contained motorized recreational vehicle, or other oversized type of vehicle or equipment, may be parked or stored within the Common Interest Community unless such parking or storage is within a garage; except that any such oversized vehicle may be otherwise parked as a temporary expedience for loading, delivery of goods or services, or emergency. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Common Interest Community

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which are necessary for construction or for the maintenance of the Common Elements, Units, or any Improvement located thereon.

(b) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked within the driveways of the Lots in the Common Interest Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein. In the event that the Association shall determine that a vehicle parked in a driveway is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Unit Owner thereof or shall be conspicuously placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges as incurred by the Association. 16

(c) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted on driveways of the Units (Lots), except for car/vehicle washing.

(d) Garages, carports, and designated parking spaces (designated as a part of a Unit) are restricted to primary use as a parking space for vehicles.

(e) The conversion or alteration of garages into living areas, storage areas, workshop areas, or any other modification or alteration of the garages which would hinder, preclude or prevent the parking of the number of vehicles for which the garage was originally designed is prohibited.

(f) Each Owner shall keep any garage door of their Residence closed as frequently as possible, such that the visual effect of open garage doors are avoided and the contents therein are concealed from view from other Lots and the streets, all for the purpose of preserving the value and appearance of the Common Interest Community.

Section 6.7 Restriction on Garbage Collection. If garbage collection is ever a service of the Association to the Owners, no Owner shall have the right to engage or contract for garbage removal from their Unit, on a weekly or other basis, other than through the service provided by the Association.

Section 6.8 Nuisances. No nuisance shall be permitted within the Common Interest Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Unit Owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a Unit or Common Element, or any portion of the Common Interest Community by Unit Owners. Further,

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no immoral, improper, offensive or unlawful use shall be permitted within the Common Interest Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Common Interest Community or a portion thereof shall be observed. As used herein, the term nuisance shall not include any activities of Declarant, Participating Builders or their assignees which are reasonably necessary to the development and construction of Improvements within this Common Interest Community; provided, however, that such activities shall not reasonably interfere with any Unit Owner's use and enjoyment of their Unit, or any Unit Owner's ingress and egress to or from their Unit and a public way. 17

Section 6.9 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Common Interest Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Common Interest Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Common Interest Community except with the prior written approval of the Design Review Committee.

Section 6.10 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure.

Section 6.11 Restriction on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Common Interest Community except such sign or signs as may be approved in writing by the Design Review Committee.

Section 6.12 No Restrictions on Sale of a Unit. The right of a Unit Owner to sell, transfer or otherwise convey their Unit shall not be subject to any right of first refusal or similar restriction and such Unit may be sold free of any such restrictions.

Section 6.13 No Restrictions on Mortgaging of a Unit. There are no restrictions on the right of the Unit Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 6.14 Underground Utilities. All utilities, including electrical, television, radio, and telephone line installations and connections from any property line of a Lot/Unit to a residence or other structures shall be placed underground, except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 6.15 Clotheslines and Storage. No clotheslines, dog runs, drying yards, service yards, wood piles, equipment or storage areas shall be so located on any Lot/Unit as to be visible from a street and/or public view.

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Section 6.16 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, rules and regulations concerning and governing the Common Interest Community or any portion thereof may be adopted, amended, or repealed, from time to time, by the Executive Board, or its successors and assigns. The Executive Board may establish and enforce penalties for the infraction thereof. 18

Section 6.17 Construction Use. Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible for Declarant, Participating Builders, their assigns, employees and agents, to perform construction and such other reasonable activities, and to maintain upon portions of the Common Interest Community such facilities as deemed reasonably necessary or incidental to the construction and sale of Units in the development of the Common Interest Community, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, storage areas, trash bins, construction yards and equipment, signs, model units, temporary sales offices, parking areas and lighting facilities.

ARTICLE 7 DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 7.1 Development Rights and Special Declarant Rights. The Declarant reserves, through the maximum period of time allowed by law, but in all events, not more than seven (7) years after the recording of this Declaration, the following Development Rights and Special Declarant Rights:

- (a) the right to add Units and to subject all or any part of the property described in Exhibit C attached hereto and hereby incorporated by reference and additional unspecified property to the provisions of this Declaration;
- (b) the right to relocate boundaries between adjoining Units owned by Declarant, enlarge or reduce the Common Elements, enlarge or reduce or diminish the size of Units owned by the Declarant, reduce or diminish the size of areas of the Common Elements, subdivide Units or complete or make improvements, as the same may be indicated on maps or plats filed of record or filed with the Declaration;
- (c) the right to create or construct additional Units, Common Elements and Limited Common Elements, and to convert Units into Common Elements or Limited Common Elements;
- (d) the right to exercise any development rights reserved or allowed in the Act;
- (e) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary;

(f) the right to make the Common Interest Community subject to a master association and master declaration;

(g) the right to merge or consolidate the Common Interest Community with another Common Interest Community;

(h) the right to appoint or remove any officer of the Association or any Director during the Declarant Control period;

(i) the right to amend the Declaration in connection with the exercise of any development right; and

(j) the right to amend the maps or plat in connection with the exercise of any development right.

As to the properties described in Exhibit C, Declarant makes no assurances concerning the construction, building types, architectural style and/or size of Improvements on any additional Units as may be added. Subsequent to the initial Real Estate and Improvements made subject to this Declaration, any additional buildings, structures and types of Improvements to be placed on the Real Estate or any part thereof may be of such quality and type, subject to approval of the Design Review Committee, as the persons developing the same may determine, and those Improvements need not be of the same quality or type as the Improvements previously constructed on the Real Estate, nor of the same size, style or configuration. The Improvements may be located anywhere in the Common Elements of the Common Interest Community, the same being reserved for future development, or on the additional real estate as may be added or as shown on the map.

Section 7.2 Additional Reserved Rights. In addition to the rights set forth above, Declarant also reserves the following additional rights:

(a) Sales. The right, for itself and for the Participating Builders, to maintain sales offices, mobile offices, parking lots, management offices and models in Units or on the Common Elements.

(b) Signs. The right, for itself and for the Participating Builders, to maintain signs and advertising on the Common Interest Community to advertise the Common Interest Community or other communities developed or managed by, or affiliated with the Declarant.

(c) Dedications. The right to establish, from time to time, by dedication or otherwise, public streets, utility and other easements for purposes including but not limited to public access, access, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions.

(d) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulations of parking and/or recreational facilities and/or Common Elements, which may or may not be a part of the Common Interest Community.

(e) Construction Easement. Declarant, for itself and for the Participating Builders, and their assignees, expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until completion. All work may be performed without the consent or approval of any Unit Owner or holder of a Security Interest. Declarant, for itself and for the Participating Builders, and their assignees, expressly reserves such an easement through the Real Estate as may be reasonably necessary for exercising reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Real Estate. Except as may be necessary to enable Participating Builders to perform the activities referenced in the initial sentence of this Section, the easement created and reserved by this Section shall not encumber or affect any portion of the Real Estate that is anticipated to be improved, or that has been improved, with a residence or any related structure, such as a patio or garage.

(f) Other Rights. The right to exercise any additional reserved right created by any other provision of this Declaration.

Section 7.3 Rights Transferable/Rights Transferred. Any rights created or reserved under this Article or the Act for the benefit of Declarant or Participating Builders may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of the County. Such instrument shall be executed by the transferor and the transferee. Except as otherwise provided by the Act, the rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Unit Owners or any holders of Security Interest.

Section 7.4 No Further Authorizations Needed. The consent of Unit Owners or holders of Security Interests shall not be required for exercise of any reserved rights, and Declarant, the Participating Builders or their assignees may proceed without limitation at their sole option. Declarant, the Participating Builders or their assignees as assigned by Section 7.3 may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant, the Participating Builders or their assignees shall not be obligated to exercise any reserved rights or to expand the Common Interest Community beyond the number of Units initially submitted.

Section 7.5 Amendment of the Declaration, Plat or Map. If Declarant or its assignee elects to exercise any reserved rights, that party shall comply with the Act.

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Section 7.6 Interpretation. Recording of amendments to the Declaration and the map or plat pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically: vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to their Unit; and vest in each existing Security Interest a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Unit. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Common Interest Community as expanded and to any Additional Improvements, and the same shall be added to and become a part of the Common Interest Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Declaration plat or map. Reference to the Declaration plat or map in any instrument shall be deemed to include all Amendments to the Declaration, plat and map without specific reference thereto. 21

Section 7.7 Maximum Number of Units. The maximum number of Units shall not exceed the number of Units for the properties subject to this Declaration, as allowed by any governmental entity having jurisdiction.

Section 7.8 Construction. Subject, in all instances, to Design Review Committee approval, subsequent to the initial Improvements constructed on the Real Estate, any additional buildings, structures and types of improvements to be placed on the Real Estate may be of such quality and type as the persons developing the same may determine, and those improvements need not be of the same quality or type as the Improvements previously constructed, nor of the same size, style or configuration. The Improvements may be located anywhere in the Common Elements of the Common Interest Community, the same being reserved for future development, or on the additional property as may be added or as shown on the plat or map.

Section 7.9 Termination of Reserved Rights. The rights reserved to Declarant, for itself, and for Participating Builders, their successors and assigns, shall expire as set forth above, unless (i) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the expansion rights by Declarant, (ii) extended as allowed by law or, (iii) terminated by written instrument executed by the Declarant, recorded in the records of the Clerk and Recorder of the County, Colorado.

Section 7.10 Additions by Others. Additions of Units to the Common Interest Community may be made by others than the Declarant, or its successors and assigns or Owners, upon approval of the Association pursuant to a majority vote at a meeting when a quorum of its members is present and upon approval of two-thirds (2/3) of the Eligible Holders of first lien Security Interests. Such approval by the members and Eligible Holders of first lien Security Interests shall be evidenced by a certified copy of such resolution of approval and a supplement or amendment to this Declaration, both recorded in records of the County Clerk and Recorder.

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ARCHITECTURAL APPROVAL/DESIGN REVIEW

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Section 8.1 Required Approvals and Design Criteria. No Improvement, alteration or change to the exterior of a Unit or any landscaping change for the landscaping initially installed or any structure or any attachment to the exterior of the buildings shall be constructed, erected, placed or installed within the Common Interest Community, including but not limited to a change in painting and/or staining of exterior siding, unless complete plans and specifications shall have been first submitted to and approved in writing by the Design Review Committee. The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure (plotted horizontally and vertically), location and size of driveways, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee. The Design Review Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to Units or Common Elements and within this Common Interest Community shall comply with the requirements set forth herein. The approval or consent of the Design Review Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious; decisions shall be conclusive and binding on all interested parties. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of Improvements on nearby Units, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. The Design Review Committee may condition its approval of any proposed Improvement upon the making of such changes therein as the Design Review Committee may deem appropriate. In reviewing any matter, the Design Review Committee shall not be responsible for passing on safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations, or shall its approval of an Improvement be deemed approval of such matters. Upon its review of such plans, specifications and submittals, the Design Review Committee may require that the applicant(s) reimburse the committee for actual expense incurred by it in its review and approval process. If the Design Review Committee has not approved, conditionally approved or disapproved any matter submitted to it by a Participating Builder within sixty (60) days after the submission of the same, such matter shall be deemed to have been approved.

Section 8.2 Establishment of the Design Review Committee. The Design Review Committee (the "Design Review Committee"), shall consist of three (3) members. Until seven (7) years from the date this Declaration is recorded, Declarant shall appoint all members of the Design Review Committee. Property owned by the Declarant (including both Units and Common Elements) and property owned by successors or assignees of Declarant assigned Declarant's exemption hereunder shall be exempt from any control by the Committee. After expiration of Declarant's appointment rights, the Design Review Committee may then be comprised completely of Unit Owners without regard to special qualifications and the members shall then be appointed by the Association. Until that date, Declarant, in its sole discretion, may at any time grant the power of appointment of the members of the Design Review Committee, and the chairman

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thereof, to any entity succeeding to substantially all of the assets of Declarant, or to the Association. Notwithstanding the above, appointments shall be for staggered terms of a years different in termination so as to provide reasonable continuity to the design review process. Until seven (7) years from the date this Declaration is recorded, the Declarant may remove any appointee at any time upon written notice to such appointee.

Section 8.3 Design Guidelines. The Design Review Committee may, at any time from time to time, adopt, amend, publish, repeal and enforce design guidelines, minimum construction standards, and other rules and regulations (collectively herein the "Guidelines"), pertaining to Improvements or any other matters within the authority of the Design Review Committee; provided that any substantial revisions or amendments to the Guidelines after the expiration of the Declarant's right to appoint committee members shall be developed by the Design Review Committee with consideration of input from, and in cooperation with, the Board of Directors. A copy of the Guidelines shall be available to Owners upon request and payment of the copying cost. Each and any person subject to the jurisdiction of the Design Review Committee, shall comply with the Guidelines. However, in the event of any conflict between the Guidelines and the rules and regulations of the Association or this Declaration, the rules and regulations of the Association or this Declaration, as applicable, shall prevail.

Section 8.4 Fencing. Fences and walls are both architectural and landscape architectural design elements, depending on how they are used, and are subject to provisions of this Article. The Committee may adopt design guidelines detailing the types of fences approved (such as privacy or split rail fences).

Section 8.5 Reply and Communication. The Design Review Committee shall reply to all submittal of plans made in accordance herewith in writing within sixty (60) days after receipt. Where prior written consent of approval of the Design Review Committee is required under the Declaration with respect to the making of an Improvement, such Improvements shall be conclusively deemed to have been made in compliance with this Declaration unless a notice of intention to commence legal action challenging and objection thereto is issued by the Design Review Committee within one hundred twenty (120) days after completion of such Improvement. All communications and submittals shall be addressed to the Design Review Committee at such address as the chairman of the Design Review Committee shall hereafter designate in writing addressed and mailed to the Unit Owners.

Section 8.6 Prosecution of Work After Approval. After approval, proposed Improvements shall be accomplished as promptly and diligently as reasonably possible and in complete conformity with the description thereof, any materials submitted to or approved by the Committee, and any conditions imposed by the Design Review Committee. Failure to diligently prosecute and complete any proposed Improvements within a reasonable time, and in any event within one (1) year after the date of Design Review Committee approval of the application, or to complete the Improvements in accordance with the description and materials furnished to, and the terms, conditions, and requirements imposed by, the Design Review Committee, shall constitute a violation of this Article and the approval of such proposed Improvements previously

granted by the Design Review Committee shall thereupon be null and void. Notwithstanding the foregoing, Declarant and its designated assigns shall not be subject to the restrictions set forth in this Section. 21

Section 8.7 Variations. The Design Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in these covenants or in a development guide. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other Units or Common Elements nor deviate substantially from the general intent and purpose of this Declaration. In the event that the request for a variance is disapproved by the Design Review Committee, the applicant shall have the right of appeal to the Executive Board of the Association.

Section 8.8 Notice of Noncompliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvements have been or are being done without obtaining the approval of the Design Review Committee, or is or was not done in substantial compliance with the approval that was granted, or is or was otherwise in violation of this Article, then the Design Review Committee may notify the applicant in writing of the noncompliance or pursue its other remedies. If a notice is given, that notice may include the Design Review Committee and/or particulars of the noncompliance, may require the applicant to take such action as may be necessary to remedy the noncompliance, and such Notice (or a memorandum thereof) may be recorded against the property on which the noncompliance exists. Notwithstanding the foregoing, Declarant and its designated assigns shall not be subject to the restrictions set forth in this Section.

Section 8.9 Correction of Noncompliance. If the applicant fails to remedy or remove any noncompliance within forty-five (45) days from the date of the notice provided for above, then the Committee shall record a notice of noncompliance against the property on which the noncompliance exists (if such notice was not recorded earlier), may itself or by its agent remove or correct the noncompliant Improvements without liability to the Unit Owner or occupant thereof, or may otherwise remedy the noncompliance, and the applicant shall reimburse the Committee, upon demand, for all costs, expenses and fees incurred in connection therewith. If such amounts are not promptly repaid by the applicant or Unit Owner to the Committee the Committee and/or Board of Directors may levy a reimbursement of such amounts. The right of the Committee to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Committee or Association may have at law, in equity, or under this Declaration or the Guidelines.

Section 8.10 Waivers. The approval or consent of the Design Review Committee, or appointed representative thereof, to any application for design approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

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Section 8.11 Liability. The Design Review Committee and the members thereof, as well as any representative of the committee designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. 25

Section 8.12 Records. The Design Review Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party during reasonable hours of the business day.

Section 8.13 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Design Review Committee and any interested Unit Owner shall have the right but not the obligation to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Design Review Committee shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Design Review Committee or of any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 9 INSURANCE/CONDEMNATION

Section 9.1 Duty to Insure Units and Improvements on Units. Each Owner shall obtain and maintain in full force and effect, at all times, all necessary and appropriate insurance coverage for their Lot and the Improvements on their Lot. Lot Owners are advised to carry casualty and liability insurance for their benefit and at their expense.

Section 9.2 Insurance Carried. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth herein, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. Commencing not later than the time of the first conveyance of a Lot to a person other than a Declarant or a Participating Builder, the Association shall maintain, to the extent reasonably available, policies with the following terms or provisions:

- (a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Lot Owner and shall provide that such policies may not be cancelled or modified without at least twenty (20) days prior written notice to all of the Lot Owners and the Association.

(b) All liability insurance shall be carried in blanket form naming the Association, the Board, the manager or managing agent, if any, the officers of the Association, the Declarant, their successors and assigns and Unit Owners as insureds. 26

(c) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be affected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause for less than one hundred percent (100%) of the full insurable replacement cost.

Section 9.3 Hazard Insurance on the Common Elements. The Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to the Common Elements and the other property of the Association. If obtainable, the Association shall also obtain the following and any additional endorsements deemed advisable by the Executive Board: (a) an inflation guard endorsement, and/or (b) any special PUD endorsements.

Section 9.4 Liability Insurance. The Association shall obtain adequate comprehensive policy of public liability and property damage liability insurance covering all of the Common Elements, in such limits as the Board may from time to time determine, but not in any amount less than One Million Dollars (\$1,000,000.00) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Common Interest Community. All liability insurance shall name the Association as the insured.

Section 9.5 Fidelity Insurance. The Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

Section 9.6 Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 9.7 Officers' and Directors' Personal Liability Insurance. The Association shall obtain officers' and directors' personal liability insurance to protect the officers and directors

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from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

Section 9.8 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 9.9 Insurance Premium. Except as assessed in proportion to risk, if permitted under the terms of this Declaration, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual assessments levied by the Association.

Section 9.10 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association.

Section 9.11 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Lot Owners, the Association and the Lot Owners hereby waive and release all claims against one another, the Board and Declarant, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

Section 9.12 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association. The Association shall hold any insurance proceeds in trust for the Association and Lot Owners.

Section 9.13 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Lot Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record, and pursuant to the Act.

ARTICLE 10
GENERAL PROVISIONS

Section 10.1 Enforcement. The Association or a Unit Owner or Unit Owners of any of the Units may enforce the restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration by proceedings at law or in equity against any person or persons, either to recover damages for such violation, including reasonable attorneys' fees incurred in enforcing these covenants, or to restrain such violation or attempted violation. Failure of the Association or of any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Executive Board may post on a bulletin board at a conspicuous place on the Common Area notices of any covenant

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violations by members and copies of any recorded statements. Failure to post shall not affect the validity of any lien or covenant violation.

Section 10.2 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

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Section 10.3 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 10.4 Amendment of Declaration, Map or Plat by Declarant. Until the first Unit has been conveyed by Declarant by deed recorded in the office of the County Clerk and Recorder of the County, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or Exhibits of this Declaration, the map or the plat may be amended by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment. Thereafter, if Declarant shall determine that any amendments shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement or for any changes to property not yet part of the Community, then, subject to the following sentence of this Section, Declarant shall have the right and power to make and execute any such amendments without obtaining the approval of any Unit Owners. Each such amendment of this Declaration shall be made, if at all, by Declarant prior to the expiration of seven (7) years from the date this Declaration is recorded. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to an amendment under this Section on behalf of each Unit Owner and holder of a Security Interest. Each deed, Security Interest, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record an amendment under this Section.

Section 10.5 Amendment of Declaration by Unit Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, 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 at least sixty-seven percent (67%) of the votes in the Association, or such higher percentage as may then be required by FHA at the time the amendment is presented for recording, and with the written consent of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 10.6 Amendment Required by Mortgage Agencies. Prior to seven (7) years after recording of this Declaration, any provision, covenant, condition, restriction or equitable servitude

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contained in this Declaration which a holder of a first lien Security Interest, or FIA, VA, FHLMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed shall be amended or repealed by Declarant or the Association. Any such amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County, State of Colorado, of a certificate, setting forth the amendment or repeal in full.

Section 10.7 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving development rights or for the benefit of the Declarant, or the assignees, shall not be effective unless Declarant, and its assignees, if any, have given written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or its assignees of any certificate of amendment or repeal. The foregoing requirement for consent to any amendment or repeal shall terminate seven (7) years after the recording of this Declaration, or upon conveyance of one hundred percent (100%) of the Units to Unit Owners, whichever occurs first.

Section 10.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 10.10 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized agents this 12th day of NOVEMBER, 1996.

WESTRIDGE I LLC,
a Colorado limited liability company

By: Darrel D. Schmidt
Darrel D. Schmidt
Manager and Authorized Agent

By: Donald E. Polina
Donald E. Polina
Manager and Authorized Agent

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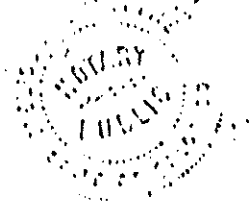
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Declaration was acknowledged before me this 22nd day of November, 1996, by Darrel D. Schmidt, as Manager and Authorized Agent of Westridge I LLC, a Colorado limited liability company.

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Witness my hand and official seal.

My commission expires: 1/30/98



Melissa A. Mattheis
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Declaration was acknowledged before me this 22nd day of November, 1996, by Donald B. Poline, as Manager and Authorized Agent of Westridge I LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 1/30/98



Melissa A. Mattheis
Notary Public

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PARTICIPATING BUILDER CONSENT

The undersigned, being the owner of or upon taking title to real property subject to this Declaration, does hereby consent to, ratify, confirm, adopt and approve the provisions of the foregoing Declaration. Further, the undersigned does hereby acknowledge and agree that the foregoing described property shall be subject to all terms, conditions and provisions of this Declaration and that the undersigned is designated as a "Participating Builder" under the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 25th day of November, 1997.

PRIDEMARK HOMES, LLC,
a Colorado limited liability company

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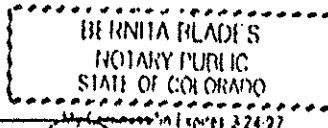
By: [Signature]
Authorized Agent

ATTEST:
[Signature]
By: _____
Authorized Agent

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing Declaration was acknowledged before me this 25th day of November, 1997, by JAMES J. WILGEL, as Authorized Agent of PrideMark Homes, LLC, a Colorado limited liability company.

Witness my hand and official seal.



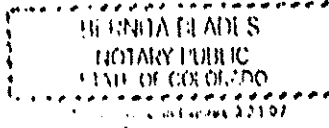
My commission expires: 3-24-97

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing Declaration was acknowledged before me this 25th day of November, 1997, by WILLIAM A. MESSING, as Authorized Agent of PrideMark Homes, LLC, a Colorado limited liability company.

Witness my hand and official seal.



My commission expires: 3-24-97

[Signature]
Notary Public

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RECEPTION NO. F0341860

PRIDEMARK HOME BUILDING GROUP, I.L.C.,
a Colorado limited liability company

By: [Signature]
Authorized Agent

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ATTEST:
By: [Signature]
Authorized Agent

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing Declaration was acknowledged before me this 20th day of November, 1997,
by James J. K. [Signature], as Authorized Agent of PrideMark Home Building Group,
I.L.C., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 3-24-97

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

BERNITA BLADES
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3-24-97

The foregoing Declaration was acknowledged before me this 20th day of November, 1997,
by Michelle A. Messiah, as Authorized Agent of PrideMark Home Building Group,
I.L.C., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 3-24-97

BERNITA BLADES
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3-24-97

[Signature]
Notary Public

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RECEPTION NO. F0341860

ASSOCIATION CONSENT

Consent is hereby given to the above Declaration.

Dated in DENVER, Colorado this 22nd day of November
1996.

TRAPPER'S POND OWNERS ASSOCIATION,
INC., a Colorado nonprofit corporation

By: Darrel D. Schmidt
Darrel D. Schmidt, President

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ATTEST
By: Donald E. Poline
Donald E. Poline, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Declaration was acknowledged before me this 22nd day of
November, 1996, by Darrel D. Schmidt, as President of Trapper's Pond Owners
Association, Inc., a Colorado nonprofit corporation.



Witness my hand and official seal.

My commission expires: 1/30/98

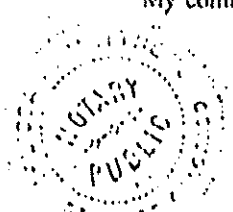
Melissa A. Matthews
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Declaration was acknowledged before me this 22nd day of
November, 1996, by Donald E. Poline, as Secretary of Trapper's Pond Owners
Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 1/30/98



Melissa A. Matthews
Notary Public

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LENDER CONSENT

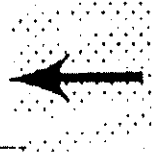
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Consent is hereby given to the above Amended and Restated Declaration. The undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the deed of trust recorded at Reception No. F0310030 of the records of the Clerk and Recorder for Jefferson County, Colorado or under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Real Estate described in the Declaration will not render void or otherwise impair the validity of the Declaration, the condominium map or the Covenants running with the Real Estate described in the Declaration. Additionally, the undersigned subordinates the lien and interests of the undersigned under it's deed of trust as above referenced and under any other deeds of trust or other security agreements for the benefit of the undersigned with regard to the Real Estate described in the Amended and Restated Declaration to the covenants, terms and conditions of the above Amended and Restated Declaration.

Dated in Monte Vista, Colorado, this 3rd day of December, 1996.

RESIDENTIAL FUNDING CORPORATION,
a Delaware corporation

By: Donald V. Pierce
Authorized Agent



ATTEST:

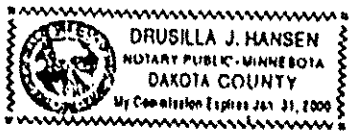
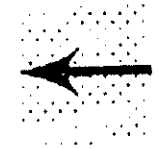
Michael J. Fennell
Authorized Agent

STATE OF DELAWARE)
COUNTY OF Hempden) ss.

The foregoing instrument was acknowledged before me this 3rd day of December, 1996, by Donald V. Pierce, as Authorized Agent, and by Michael J. Fennell, as Authorized Agents of Residential Funding Corporation, a Delaware corporation.

Witness my hand and official seal.

My commission expires: 1-31-2000



Drusilla J. Hansen
Notary Public

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RECEPTION NO. F0341060

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EXHIBIT A

DESCRIPTION OF REAL ESTATE

Lots 2, 3 and 6, Block 2, and Lots 14, 15 and 16, Block 4, DAVID'S PLACE,
County of Jefferson, State of Colorado.

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Subject to the terms, conditions, obligations and provisions of the following documents or exceptions to title:

1. Deed recorded December 8, 1885, in Book 12 at Page 211.
2. Robinson's Ranch Official Development Plan recorded June 2, 1982, at Reception No. 82036881 and the Amendment thereto recorded August 2, 1994, at Reception No. 94130194.
3. Platting Exemption Agreement recorded December 6, 1983, at Reception No. 83116154.
4. Instrument recorded August 30, 1984, at Reception No. 84082823.
5. Zoning Application Case No. 781-82 recorded March 16, 1982, at Reception No. 82016965 and Zoning Application Case No. 292-48 recorded March 24, 1993, at Reception No. 93038211.
6. Agreement recorded December 20, 1994, at Reception No. 94195149.
7. Subdivision Improvements Agreement recorded March 16, 1995, at Reception No. F0028525.
8. Plat of David's Place recorded March 16, 1995, at Reception No. F0028526.
9. Other documents and interests of record.

RECEPTION NO. F0341060

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EXHIBIT B
COMMON ELEMENTS

Tracts A, B and C, DAVID'S PLACE, County of Jefferson, State of Colorado.

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EXHIBIT C

PROPERTIES WHICH MAY BE
ADDED TO THE DECLARATION

All or any part of DAVID'S PLACE, Jefferson County, Colorado, except portions thereof previously made subject to this Declaration, and all or any part of a lot or parcel located adjacent to the Community, provided the owners thereof consent.

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