

Indexing notes:

Index in:

- Grantee's index under "The Keep" (the name of the Community) and "The Keep Homeowners Association, Inc." (the name of the Association) and "Solitude Colorado (the former name of the Community, which was terminated) and "Solitude Colorado Homeowners Association, Inc." (the former name of the Association)
- Grantor's index under "The Keep, LLC" and the names of each person executing or consenting to this declaration

Declaration for THE KEEP

THE KEEP is a Planned Community

The Planned Community is subject to the Colorado Common Interest Ownership Act

The Planned Community was formerly known as "Solitude Colorado"

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Declaration for THE KEEP
a Planned Community
subject to the Colorado Common Interest Ownership Act

This Declaration is made by The Keep, LLC, a Colorado Limited Liability Company referred to as the "Declarant."

Recitals

A. Declarant desires to create a planned residential Community on the real property described in *Exhibit A*.

B. Declarant owns the real property described in *Exhibit A*, except for Parcels 5 and 7, as to which, the Owners of those Parcels have approved this Declaration as set forth in attachments to this Declaration.

C. Declarant desires to create an annexation and other development rights in itself to add or annex the real property described in *Exhibit A-1* to this Declaration and the Community.

D. The Declarant has incorporated the "The Keep Homeowners Association, Inc.," a Colorado nonprofit corporation, ("Association") under the laws of the State of Colorado for the purpose of exercising the functions as set forth in this Declaration and as to which each Owner is a member.

E. This Declaration is established after termination of the covenants recorded January 13, 2005 at Reception No. 2005004589, which created the planned community known as "Solitude Colorado," which planned community has been terminated.

ARTICLE 1. Submission/Defined Terms

Section 1.1 Submission of Real Estate.

(a) Declarant submits the real property described in *Exhibit A*, together with all exceptions to title described in *Exhibit B*, including easements, rights, and appurtenances and the improvements erected or to be erected (collectively, the "Real Estate") to the terms and conditions of this Declaration.

(b) The Declarant declares that:

(i) all of the Real Estate is held or sold, and conveyed subject to the easements, restrictions, covenants, and conditions in this Declaration;

(ii) this Declaration is made for the purposes set forth in this Declaration;

(iii) this Declaration runs with the Real Estate;

(iv) this Declaration is binding on all parties having any right, title or interest in the Real Estate, their heirs, legal representatives, successors, and assigns; and

(v) this Declaration inures to the benefit and burden of each Owner.

Section 1.2 Purposes.

(a) The purposes of the Community, the Association and this Declaration are:

(i) to preserve the value and desirability of the Community, the Residences and the Parcels;

(ii) to achieve and support the vision for the Community, as set forth in the Plat, including creating and sustaining an engaging, residential community that responds to and respects its spectacular natural setting. It is the intent to preserve this setting that will promote and maintain a lifestyle that is based on dramatic views, varying landscapes, natural drainage-ways, expansive slopes, and most importantly stewardship. These goals can best be implemented by ensuring that buildings and Improvements are respectful of the natural attributes that exist on the Parcel.

(b) Additional goals are set forth in this Declaration and/or in other Governing Documents of the Community, including the goal of furthering the interests of the Community's Owners and Related Users.

Section 1.3 Community is subject to CCIOA. The Community is subject to all of the Colorado Common Interest Ownership Act ("CCIOA").

Section 1.4 Defined Terms. Each capitalized term in this Declaration has the meaning specified or use in this Declaration, as defined below, or as the context provides or requires otherwise.

(a) Allocated Interests. Allocated Interests consist of the Common Expense liability and votes in the Community/Association allocated to each Parcel pursuant to the terms of this Declaration and as initially set forth in *Exhibit C*. The Allocated Interest for each Parcel is a fraction, the numerator of which is one and the denominator of which is the total number of all Parcels in the Community. Each Parcel is allocated one vote in the Association.

(b) Ancillary Unit. An Ancillary Unit is a detached structure located within the Building Envelope of a Parcel, if allowed by Douglas County, and incidental to the Residence located on the Parcel.

(c) Articles of Incorporation. The Articles of Incorporation for the Association that are filed with the Colorado Secretary of State may be amended from time to time.

(d) Assessment(s). Common Expense Assessments and any other assessment as allowed or provided for by this Declaration and under the limited lien priority provisions of CCIOA.

(e) Association. The Keep Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns, formerly known as the Solitude Colorado Homeowners Association, Inc.

(f) Building Envelope. The building envelope of each Parcel is depicted on the Plat, within which Improvements may be constructed and installed.

(g) Bylaws. The Bylaws of the Association, as amended from time to time.

(h) CCIOA or Act. The Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., as it may be amended from time to time.

(i) Common Areas. The Real Estate, if any, owned by the Association within the Community and any easements (including, but not limited to, easements for private rural roads), licenses, or other interests in real property for the benefit of the Association. The term "Common Area" is the same as the term "Common Element" as that term is defined in the Act.

(j) Common Expense Assessment. This term includes the following items levied against a particular Owner or Parcel: the Owner's Allocated Interest in the Common Expenses; late charges, attorneys' fees, fines, and interest charged by the Association at the rate as determined by the Board of Directors; charges against a particular Owner and the Parcel for the purpose of reimbursing the Association for expenditures and other costs of the Association in curing any violation of the Governing Documents by the Owner or Related Users ("Individual Purpose Assessment"); charges levied against an Owner pursuant to the Declaration due to Owner's negligence or misconduct ("Default Assessment"); and; any sums permitted by the Governing Documents to be assessed against a particular Owner or Parcel.

(k) Common Expenses. As used in this Declaration, this term includes all charges levied by and for the benefit of the Association pursuant to the Governing Documents, including, but not limited to: annual costs and expenses of the Association resulting from owning, leasing, using, maintaining, or otherwise controlling any real or personal property, or sharing in the costs of operating any part of the Community, the Common Areas, expenses incurred by the Association pursuant to this Declaration in amounts determined by the Board of Directors of the Association; and if budgeted, to fund reserves.

(l) Community. THE KEEP is the Community created by this Declaration and includes the real property made subject to all of the terms of this Declaration. The Community was formerly known as "Solitude Colorado."

(m) Conservation Easement. A Conservation Easement is described in the Deed of Conservation Easement in Gross, recorded on January 13, 2005 with the Clerk and Recorder of Douglas County at Reception No. 2005004588, and may affect portions of The Keep. The Conservation Easement encompasses certain Tracts as the Tracts are defined on the Plat.

(n) Declaration. The Declaration is the collective term for all promises, restrictions, reservations, conditions, terms, easements, and rights-of-way specifically set forth or referenced in this Declaration and set forth in the Governing Documents, and may be

adopted and amended from time to time and including any maps or plats recorded in connection with the Community. Each and every covenant is to be given the same force and effect in law or equity without regard to which Governing Document it is set forth. The Declaration includes all amendments and supplements recorded with the Douglas County Clerk and Recorder.

(o) Declarant. The declarant named in this Declaration and/or any successor and/or assignee designated by written notice or assignment executed by a Declarant and by the transferee and recorded (to the extent any rights or powers of the Declarant are transferred or assigned to such transferee).

(p) Excluded Claim(s). Any claim in a civil action, lawsuit or arbitration (other than the arbitration allowed for in this Declaration) related to construction or design of the Residences, grading, landscape, the Common Areas, drainage within the Community or any Improvements constructed or designed by Declarant or the following persons: a contractor, subcontractor, developer, builder, architect, engineer or inspector, or any of these affiliates of their persons or persons responsible for any part of the construction or design of a Residence or the Community, including officers, directors, shareholders, members, managers, employees or servants of these persons. Excluded Claim also includes any claim against the Declarant or its affiliates or agents or employees of Declarant or its affiliates.

(q) Executive Board, Board of Directors or Board. Collectively, these terms refer to the body designated in this Declaration to act on behalf of the Association, within the limits set forth in this Declaration.

(r) Governing Documents. Collective reference to those documents which govern the operation of the Community and the Association, including: (i) the Articles of Incorporation, (ii) the Bylaws, (iii) the Rules, regulations, governance policies and procedures adopted by the Association, (iv) the Plat and any map, and (v) this Declaration, as one or more of the same may be amended from time to time.

(s) Improvements. The term Improvements refers to all construction, installation, and expansion of structures and improvements located upon or made to a Parcel and any appurtenances thereto of every type or kind including, but not limited to, Residences, Ancillary Units, swimming pools, patio covers, awnings, the painting of any exterior surfaces of any visible structure, roofing, trash containers, mail boxes, satellite dishes, additions, walkways, screen or storm doors, 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, individual sewage disposal systems, solar equipment, grading, filling, or similar disturbance to the surface of the land, and exterior air conditioning.

(t) Limited Common Area. These terms mean portions of the Common Area or other real property reserved for the exclusive use of the Owner of one or more, but less than all Parcels, as may be established by Declarant under the terms of this Declaration or as may be established by Declarant in a Plat and/or a map. The term "Limited Common Area" is the same as the term "Limited Common Element" as that term is defined in the Act.

(u) Owner. Any individual, group of individuals, or entity that holds fee title to

a Parcel, including the Declarant.

(v) Parcel or Lot. A Parcel is a physical portion of the Community that is designated for separate ownership or occupancy, the boundaries of which are depicted upon the Plat or any Supplemental Plat together with a non-exclusive easement for use and enjoyment of the Common Areas. For the purposes of conforming the terms and provisions of this Declaration to the terms and provisions of the Act, the term "Parcel" is analogous to the term "Unit" as that term is defined in the Act. The term Parcel shall not include any property owned by a public body or the Common Areas.

(w) Period of Declarant Control. The period of time commencing with the appointment of the initial Board of Directors and continuing until the earlier of: (a) 60 days after Declarant conveys 75% of the Parcels that may be created to Owners other than Declarant or an affiliate of the Declarant; (b) two years after the last conveyance of a Parcel by Declarant in the ordinary course of business; or (c) two years after the right to add new Parcels was last exercised. The Declarant may voluntarily relinquish such power as evidenced by a notice executed by Declarant and Recorded with the Clerk and Recorder; provided that Declarant may at its option require that during the period that Declarant would otherwise be entitled to appoint and remove directors and officers, specified actions of the Association or the Board of Directors as described in the recorded notice be approved by Declarant before they become effective.

(x) Plat. The plat is the Solitude Colorado Rural Site Plan recorded in the real property records for Douglas County, Colorado, as may be amended or supplemented from time to time and any other site planning documents or plats approved by Douglas County, Colorado. The "notes" on the various sheets comprising any Plat are incorporated by this reference and are fully enforceable as though set forth in this Declaration.

(y) Real Estate. The property described in *Exhibit A*, together with all easements, rights, and appurtenances and the improvements erected or to be erected on the Real Estate, together with all easements, rights, and appurtenances. The Real Estate is subject to Declarant's annexation and other development rights as provided for in this Declaration. All exceptions to title to which the Community is subject to, as of the date of this Declaration, are recited in *Exhibit B*.

(z) Related User. Any person who resides with an Owner within a Residence, is a guest or invitee of an Owner, or an occupant or tenant of a Residence, and any family member, guest, invitee or cohabitant.

(aa) Residence. A house constructed on a Parcel for occupancy as a home.

(bb) Rules. All rules, regulations, and policies, including by way of example only, use restrictions, governance policies, and enforcement procedures enacted by the Board of Directors pursuant to this Declaration, the Bylaws and as allowed by law.

ARTICLE 2. Description of Real Estate, Parcels and Common Areas

Section 2.1 Description and Type. The Community is a planned residential community located in Douglas County, State of Colorado. The annexable Real Estate of the

Community is described in *Exhibit A-1*. All exceptions to title to which the Community is presently subject are recited in *Exhibit B*. In addition, the Community may be subject to other easements or licenses granted pursuant to the Governing Documents, or granted or allowed by authority in any recorded document or established under this Declaration.

Section 2.2 **Number of Parcels.** The initial number of Parcels is 20 and the maximum number of Parcels is 80. Declarant anticipates that the Community may consist of only 64 Parcels, but has the right to expand the Community to 80 or such higher number as allowed under CCIOA. Real Estate shown on any Plat will become part of the Community either as it is annexed by Declarant, or as allowed under CCIOA.

Section 2.3 **Identification of Parcels/Parcel Descriptions.** Every contract for sale, and every deed, lease, Mortgage, or other another legal instrument may legally describe a Parcel by its identifying number as shown on the Plat.

Section 2.4 **Initial Common Areas.** There initial Common Areas. are set forth in Exhibit D. Common Areas may be added or modified, as allowed under this Declaration. See Exhibit E and other provisions of this Declaration. Improvements to the Common Areas, if any, may be changed, from time to time, by the Declarant or by the Board of Directors of the Association, pursuant to the provisions in this Declaration.

Section 2.5 **No Initial Limited Common Areas.** There are no initial Limited Common Areas. See Exhibit F. Limited Common Areas may be added or modified, as allowed under this Declaration. See Exhibit G and other provisions of this Declaration. Improvements to the Limited Common Areas, if any, may be changed, from time to time, by the Declarant or by the Board of Directors of the Association, pursuant to the provisions in this Declaration, or by an Owner, with written approval from the Association.

Section 2.6 **Radon Notice and Disclaimer.** Owners acknowledge that Declarant, the Association and this Declaration disclose that radon gas contamination is a naturally-occurring threat throughout the Rocky Mountain region and that potential radon contamination in a Residence can be mitigated through modifications to the Residence. By acquiring a Parcel, each Owner acknowledges they have assumed all risk for any potential radon contamination and that should radon contamination be discovered by an Owner or resident at any time it is the Owner or resident's sole obligation to correct the radon contamination. Neither the Declarant nor the Association has made any investigation to determine whether the Parcel and Residence is affected by radon. Each Owner and resident acknowledges that neither the Declarant nor the Association has made any representations or warranties, expressed or implied, concerning the presence or absence or radon within any Residence or the soils beneath or adjacent to any Residence. Each Owner releases the Declarant and the Association and their respective managers, directors, officers, agents and employees from any and all liabilities and claims with respect to radon gas.

ARTICLE 3. The Association

Section 3.1 **Membership.** Every person who is an Owner of a fee interest in any Parcel which is subject to this Declaration is a member of the Association. Membership is appurtenant to and may not be separated from ownership of any Parcel. Ownership of such

Parcel is the sole qualification for such membership. Where more than one person holds an interest in any Parcel, all such persons are members. There is one membership per Parcel. The Declarant or the Association may establish classes of membership.

Section 3.2 **General Purposes, Powers, Authority and Restrictions on and of the Association.**

(a) The Association, acting solely through its Board of Directors, is to perform functions and manage the Community including its business affairs as provided in the Governing Documents so as to protect the value and desirability of the Parcels and the Community and to further the interests of the Owners and Related Users.

(b) Any purchaser of a Parcel and all Owners are deemed to have assented to, ratified and approved this Declaration and the terms of this Declaration.

(c) The Association has all power necessary or desirable to effectuate the purposes of the Community and the purposes of the Association.

(d) The Association is governed by the Governing Documents and other applicable laws.

(e) The Board of Directors may, by written resolution, delegate authority to a manager, managing agent or bookkeeper for the Association, provided no such delegation relieves the Board of final responsibility.

(f) The Association may not commence an arbitration on an Excluded Claim without first complying with the terms of other provisions of this Declaration.

Section 3.3 **Association Accounting, Reserve Funds and Surplus.**

(a) The Association is to keep books and financials as is typical for common interest communities.

(b) The Association may establish a reserve fund for the maintenance, repair and replacement of those items the Association is required to maintain. The Association is not required, by this Declaration, to establish a reserve fund.

(c) Reserve funds may be funded through the annual Common Expense Assessments or through other Assessments.

(d) Any surplus funds derived from Assessments may be transferred to the reserve fund or a surplus may be used for Association operations. The choice may be made in the Board of Directors' sole discretion. By acceptance of a deed to their Parcel, each Owner directs the Board of Directors to make this determination periodically, as the Board of Directors determines.

Section 3.4 **Association Agreements.** Any agreement for professional management of or bookkeeping for the Community or any contract providing for services of the

Declarant may not exceed 1 year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or penalty upon not more than 60 days written notice. The Association is not bound either directly or indirectly to contracts or leases (including management contracts) entered into during the Period of Declarant Control 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 at least 30 days' notice to the other party to the contract.

Section 3.5 Promulgation of Rules. Subject to the terms of this Declaration, the Board of Directors may adopt, amend, repeal and enforce Rules and impose fines for violations of the Governing Documents.

Section 3.6 Governance Policies. The Association is to adopt and maintain Governance Policies, to guide governance and operation of the Community and the Association.

Section 3.7 Indemnification. To the full extent permitted by law, all directors, officers, and committee members of the Association shall be and are indemnified by the Owners and the Association.

Section 3.8 Appointment and Removal of Officers and Board Members by Declarant. The Declarant has the power and authority, pursuant to this Declaration and the other Governing Documents, to appoint and remove officers and members of the Board of Directors. This authority extends through the Period of Declarant Control.

Section 3.9 Initial Owner Elections of Board Members. Owners will elect an Owner controlled Board as initially allowed for under CCIOA. Subsequently, Board positions are to be filled by vote of the Owners and as allowed for in the Bylaws.

Section 3.10 Water and Water Rights. Declarant reserves with the power to make subsequent assignments of all or any portion of any and all water, water resources, water rights, ditches and ditch rights, groundwater, waste water, water structures, wells and well rights, permits, and decrees for the development and use or diversion of water, of every nature and kind, whether tributary, non-tributary, or not-non-tributary in nature that are appurtenant to or located upon, traverse, beneath, or benefit in any way the Real Estate (the "Reserved Water"). Declarant also reserves to itself, its successors and assigns, the power to make subsequent assignments of all or any portion of all rights to make successive uses or reuse of water delivered to the Real Property and all rights to use, divert, carriage, transport, extract, or develop the Reserved Water. By accepting a deed from Declarant, the Owner and its successors and assigns irrevocably and unconditionally consent to Declarant's diversion, capture, extraction, collection, transport, and use of the Reserved Water, and Owner further irrevocably covenants, on behalf of itself and its successors and assigns, that it will execute such documents that are reasonably required by Declarant for Declarant to exercise its rights to the Reserved Water, without the requirement of consideration or compensation. By acceptance of delivery and the recording of a deed, Owner agrees that upon request of Declarant from time to time, Owner will execute such documents as may be reasonably required to enable Declarant to develop the Reserved Water.

Section 3.11 Declarant May Relinquish Rights. At any time prior to the end of the Period of Declarant Control the Declarant may relinquish the right to appoint and remove Board of Directors members and may require certain specific actions of the Board of Directors to be approved by the Declarant.

ARTICLE 4. Easements

Section 4.1 Real Estate Burdened. The Real Estate is legally described in *Exhibit A*, and is subject to the Easements and Licenses set forth in this Declaration and on the Plat. Additional easements are set forth in this Article, in Article 8 below, and in the Act. The Real Estate may become subject to other easements or licenses granted by authority reserved in any recorded document.

Section 4.2 Easement for Utilities. Each and every Parcel is subject to an easement upon each Parcel for installing, replacing, repairing, and maintaining air conditioning units, irrigation, sewer, drainage, electricity, cable, dish or satellite antenna and/or other utility lines/utilities. By virtue of this easement, it is expressly permissible for the Declarant or the Association or the utility companies or municipalities supplying such utility service to erect and maintain the necessary equipment within the Real Estate and to affix, repair and maintain equipment, water and sewer pipes, gas, electric and telephone wires, circuits, conduits and meters. This easement and related obligations and duties are appurtenant to and pass with title to each Parcel. There is a blanket easement for the benefit of Owners upon, across and through the common Area for installation, replacement, repair and replacement of utilities. By virtue of this blanket easement it is expressly permissible to erect and maintain the facilities, equipment, and appurtenances on the Common Areas necessary to repair and maintain water wells, water and storm drainage pipes, gas, electric, telephone, computer and television wires cables, circuits, conduits and meters. If any utility or quasi-utility company furnishing a service covered by the general easement requests a specific easement by separate recordable document, Declarant reserves the right to grant an easement upon, across, over or under any part or all of the Common Areas. This Declarant right ceases and terminates upon the earliest of 20 years after recordation of this Declaration or conveyance by a Declarant of all the Parcels (after Declarant has added all real estate to the Community that it has a right to add pursuant to its Development Rights) to owners other than a Declarant, or when the Declarant surrenders this right, at which time the reserved right vests in the Association.

Section 4.3 Easements for the Association and Each Owner. Each Parcel is subject to an easement in favor of the Declarant or Association (including its agents, employees and contractors) and to the adjacent Owner or Owners, to allow for their performance of obligations under this Declaration or under any of the other Governing Documents. The party exercising this easement right is responsible for resulting damages and a lien is authorized against that party's property.

Section 4.4 Emergency Easements. A nonexclusive easement for ingress and egress is granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or subsequently servicing the Community, to enter upon any part of the Community in the performance of their duties.

Section 4.5 **Warranty, Repair and Construction Easement.** The Declarant and its assignees have the right to perform warranty work, repairs and complete construction on a Parcel, after conveyance to an Owner, after notice and with reasonable coordination with the Owner or Related User. This includes the right to control such work and repairs, along with a right of access, until completion. These rights of Declarant are not to be construed as development rights or special declarant rights or other rights allowed for under CCIOA, but rather, as rights independent of CCIOA, based on common law.

Section 4.6 **Drainage Easement.** An easement is granted to the Declarant and the Association, their managers, directors, officers, agents, employees, successors, and assignees to enter upon, across, over, in, and under any portion of the Real Estate for the purpose of changing, correcting, or otherwise modifying the grade or drainage improvements on the Real Estate to improve the drainage of water on the Real Estate.

Section 4.7 **Additional Easements.** Additional easements for utilities and other purposes over and across the Parcels and Common Areas may be as shown upon the Plat and on any recorded map of the Community, and additional utility easements may be established pursuant to the provisions of this Declaration or granted by authority reserved in any recorded document. Easements are also reserved along all private streets, access drives, alleys, and Parcel boundaries for street signs, stop signs, mail boxes, and other Improvements as allowed or permitted by Declarant or the Association.

Section 4.8 **Owners' Easements of Enjoyment.**

(a) Every Owner has a right and easement for access to their Parcel by this Declaration and through Common Areas.

(b) Every Owner also has the right and easement of enjoyment in and to the Common Areas.

(c) These easements are appurtenant to and passes with the title to every Parcel, subject to the following provisions:

(i) The right of the Association to promulgate and publish Rules, with which each Owner and their Related Users must strictly comply.

(ii) The right of the Association to suspend the voting rights for any period during which any Assessment against their Parcel remains unpaid; and for a period not to exceed sixty days for any other infraction of this Declaration or the Rules.

(iii) 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 Areas, to the extent permitted by the Governing Documents.

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

(v) The rights of the Association as set forth in this Declaration and

other Governing Documents for the Community.

(vi) The development rights and special declarant rights reserved in this Declaration.

Section 4.9 **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Areas to Related Users.

Section 4.10 **Easements Deemed Created.** All conveyances of Parcels, whether by a Declarant or otherwise, are construed to grant and reserve the easements contained in this Declaration, even though no specific reference to such easements or to this Declaration appears in the instrument for such conveyance.

ARTICLE 5. Maintenance

Section 5.1 **Association's Responsibilities.**

(a) The Association is responsible for maintenance, repair, replacement and improvement of the Common Areas.

(b) The Association is responsible to maintain and insure two at grade railroad crossings: a Burlington Northern and Santa Fe at grade crossing; and a Union Pacific at grade crossing. These obligations were initially established by two agreements, one entered into with the Burlington Northern and Santa Fe Railway Company and one entered into with the Union Pacific Railroad Company. Pursuant to this Declaration the Association has assumed the obligations under these agreements, including, but not limited to, the obligation to provide all insurance required to be obtained in accordance with the terms and provisions of the agreements.

(c) The Association has the right, but not the obligation, to provide services for collection of trash, solid waste, and recycling materials within all or any portions of the Community. The expenses of such services will be Common Expenses or a trash assessment. If the Association provides such services, each Owner within any area served by the trash services will be obligated to pay Common Assessments levied by the Association to cover the costs of providing the trash service, whether or not the Owner utilizes the service. The areas to be served and the amount of Common Assessments shall be reasonable and shall represent a fair allocation of the costs of providing the service, including a fair allocation of administrative and overhead costs of the Association. If the Association does not provide trash services, it has the power to regulate the days and hours during which trash, solid waste, and recycling materials may be collected and to regulate the number of trash collection service providers permitted to operate within all or any portion of the Community.

(d) The Association is responsible, if the obligations under the Conservation Easement are assigned to it by the Declarant or an affiliate of the Declarant, for the obligations and annual payments to be made under the Conservation Easement.

(e) The Association may supplement the list of items to be maintained by the Association by resolution or chart.

Section 5.2 **Owners' Responsibilities**. Each Owner is obligated to maintain and keep in good repair all portions of the Owner's Parcel and Residence consistent with the community-wide standard as may be established by the Board, or a first class residential standard if no specific standards are set by the Board. This maintenance responsibility includes, but is not limited to the following:

(a) **Improvements**. Each Owner is responsible for maintenance, repair and replacement of the property and Improvements located within their Parcel boundaries, including, exterior lighting, decks, patios, driveways, walkways, fences, and all portions of the Residence, Ancillary Units, sewage disposal systems, and any other approved Improvement on the Parcel.

(b) **Landscaping**. All trees, shrubs, groundcovers, grasses and the irrigation system on each Parcel must be maintained by the Owner at a level consistent with the overall character of the Community. All dead or dying plant material may be required to be removed and replaced. All improved landscaping must be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable grasses, and removal of trash.

(c) **Fences**. Maintenance, repair and replacement of any fence on a Parcel, whether installed by Declarant or Owner, is the Parcel Owner's responsibility, including any perimeter fences.

(d) **Chart**. The Association may supplement the list of items to be maintained by Owners by resolution or chart.

Section 5.3 **Failure to Maintain**. If the Board of Directors determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the Owner's maintenance, repair, or replacement of items, the Association will give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice will set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner will have 15 days to control weeds, grass and/or other unsightly growth on the Parcel and the Owner will have 30 days within which to complete maintenance or repair to the Residence or other Improvements on the Parcel. However, if the maintenance or repair of the Residence or other Improvements on the Parcel is not reasonably capable of completion within such time periods, then to commence maintenance, repair or replacement within 30 days. If the Board determines that: (a) an emergency exists or (b) the Owner has not complied with the demand given by the Association; the Association may provide the required maintenance, repair, or replacement at the Owner's sole cost and expense, and the costs will be added to and become a part of the assessment to which such Owner is subject, will become and be the personal obligation of the Owner and a lien against the Parcel, to be collected as provided in this Declaration and the Association's collection policy.

Section 5.4 **Maintenance Standards and Interpretation** The maintenance

standards, enforcement, and interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances do not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this article. No decision or interpretation by the Board constitutes a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE 6. Covenant for Assessments

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Assessments.

(a) Each Owner is deemed to covenant and agree, by acceptance of a deed to a Parcel, whether or not it is so expressed in any such deed or other conveyance, to pay to the Association Assessments, including Common Expense Assessments, pursuant to the Governing Documents.

(b) Assessments are the personal obligation of the Owner of each Parcel at the time when the Assessment or other charges became due.

(c) The Assessments are a charge on each Parcel and are a continuing lien upon the Parcel against which each such Assessment is made.

(d) If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

(e) The personal obligation to pay any past due sums does not pass to a successor in title, unless expressly assumed by them.

(f) No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Parcel against which the Assessments are made.

(g) All Assessments are to be payable in the amounts specified in the levy, and no offsets or reduction are permitted by 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.

Section 6.2 Purpose of Common Expense Assessments. In addition to such other purposes as set forth in other parts of this Declaration, Common Expense Assessments are to be used for the purposes of promoting the health, safety, and welfare of Owners and Related Users, and in particular:

(a) To enforce all provisions of the Governing Documents;

(b) To exercise all rights and powers and to discharge all duties and obligations pursuant to the Governing Documents;

(c) To discharge all expenses incurred by the Association in the alteration,

enhancement, construction, reconstruction, repair, maintenance or replacement of the Common Areas;

(d) To discharge all expenses incurred by the Association in the alteration, maintenance, repair and replacement of any property the Association may elect to so alter, maintain, repair or replace pursuant to the Governing Documents; and

(e) To fund any operating deficit or reserves the Association deems necessary to meet its financial obligations.

Section 6.3 Apportionment of Common Expenses.

(a) Except as provided below and elsewhere in this Declaration, all Common Expense Assessments are to be assessed equally against all Parcels in an amount equal to the then-current annual estimated expenses (including reserves) of the Association.

(b) Common Expenses for services provided by the Association to an individual Parcel or at the request of the Owner may be assessed against that Parcel (Individual Purpose Assessment).

(c) Fees, charges, use fees, taxes, impositions, late charges, fines, attorneys' fees, collection costs and interest charged by the Association against an Owner are enforceable as Common Expense Assessments.

(d) Trash assessments may be imposed as provided by other provisions of this Declaration.

Section 6.4 Default Assessments. If the need for maintenance, repair, or replacement of the Common Areas, any portion of the Common Areas, or any other portion of the Community, is caused by or in any way results from the negligent or willful act or failure to act, or the misconduct of an Owner or an Owner's Related User, then the expenses, costs, and fees incurred by the Association for maintenance, repair, replacement or costs to bring a Parcel into compliance with the Governing Documents is the personal obligation of such Owner and a lien against the Parcel. This obligation is considered a "Default Assessment," collectible as an Assessment.

Section 6.5 Annual Assessment/Commencement of Common Expense Assessments.

(a) The Common Expense Assessments are to be made on an annual basis against all Parcels 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) The budget is to be submitted to the Owners, pursuant to this Declaration and the Governing Documents, including the Bylaws.

(c) A budget proposed by the Board of Directors is deemed adopted unless

vetoed by the vote of at least a majority of the Parcel Owners.

(d) Assessments are payable in quarterly installments, or, as the Board of Directors determines.

(e) Assessments begin when determined by the Board of Directors.

(f) The Board of Directors' omission or failure to levy the Assessment for any period is not deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 6.6 **Special Assessments.** The Association may at any time, from time to time, determine, levy and assess a special Assessment applicable to that particular assessment year provided that the Association complies with the budget process set forth in this Declaration and the other Governing Documents.

Section 6.7 **Lien Priorities.**

(a) The Assessment lien of the Association is prior to all other liens and encumbrances on a Parcel, except: liens and encumbrances recorded before the recordation of this Declaration; a First Mortgage on the Parcel (except as allowed by CCIOA with regard to the Association's limited lien priority); and liens for real estate taxes and other governmental assessments or charges against the Parcel.

(b) This Section does not affect the priority of mechanics or material-mens' liens.

(c) The lien of the Association under this Article is not subject to the provisions of any homestead exemption as allowed by state or federal law.

(d) Sale or transfer of any Parcel does not affect the lien for Assessments except that the sale or transfer of any Parcel pursuant to foreclosure of any First Mortgage or any proceeding in lieu of foreclosure, including deed in lieu of foreclosure, or cancellation or forfeiture, only extinguishes the lien of Assessment as and if provided by applicable law. No such sale, transfer, foreclosure, or any proceeding in lieu of foreclosure, including deed in lieu of foreclosure, nor cancellation or forfeiture relieves any Owner from continuing liability for any Assessment charges subsequently becoming due nor from the lien.

Section 6.8 **Effect of Non-Payment of Assessments.** Any Assessment provided for in this Declaration, or any installment, which is not fully paid within 30 days after the due date bears interest at the rate of interest specified in the collection policy as then in effect and adopted by the Board of Directors. The Association may also assess a late charge. Failure to make payment within the sixty days of the due date may cause the total amount of such Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board of Directors. Further, the Association may bring a lawsuit against any Owner obligated to pay overdue Assessment(s), or quarterly or other installments; and may also proceed to foreclose its lien against such Owner's Parcel. A lawsuit by the Association against an Owner to recover a money judgment for unpaid Assessments, or any quarterly or other

installment, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien. The Association's costs of suit, expenses and reasonable attorneys' fees incurred by virtue of the Owner's failure to timely pay Assessments when due, including attorneys' fees and costs for consultation and for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings, must be included as part of the delinquent Assessment, must be taxed by the court as a part of the costs of such action or foreclosure proceedings, and are recoverable by the Association from the Owner obligated to pay the same from the proceeds of the foreclosure sale of such Owner's Parcel. Foreclosure of the Association's lien, whether completed or commenced but not completed, does not in any way preclude the Association from subsequently foreclosing or commencing an action to foreclose its lien for any subsequent Assessments, or quarterly or other installments not fully paid when due. The Association has the power and right to bid on or purchase any Parcel at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, and cast the votes appurtenant to such Parcel, and to convey or otherwise deal with the same. The rights of the Association are expressly subordinate to the rights of any First Mortgagee as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent provided for in this Declaration.

Section 6.9 **No Waiver or Abandonment.** No Owner may be exempt from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of the Parcel against which the Assessments are made.

Section 6.10 **Declaration is Notice of Association Lien Rights.** Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. No further recordation is required. However, the Board of Directors may prepare and record in the real property records of Douglas County, Colorado, a written notice setting forth the then amount of unpaid indebtedness, the name of the Owner, and a description of the Parcel.

Section 6.11 **Fees at Closing.** The Association requires each new Owner of a Parcel (other than the Declarant) to make a non-refundable, pro-rated payment to the Association for the month or year within which the closing occurs. The Association also requires payment of \$500 as working capital at closing. Declarant may increase the sum required to be paid as working capital, to up to 9 months of the annual Common Expense Assessment. Monies paid as working capital need not be separately accounted for on the Association's financial statements as they are deemed expended by the Association for the use and benefit of the Association. These monies may be separately accounted for by the Association on the account of each Owner, not as a credit, but as a sum that may be collected by the Owner upon resale. Payment of working capital does not relieve an Owner from making regular payments of Assessments as they become due. Upon transfer of a Parcel, an Owner is entitled to a credit from the transferee, and not from the Association, for their contribution to capital. It is the Owner's responsibility to ensure such credit is affected; and neither the Association, the Association's management company, bookkeeper, nor any title company is liable. Owners also are to pay transfer, record change fees and other fees charged by the Association or its managing agent for a closing or refinance.

Section 6.12 **Borrowing.** The Association has the power to borrow money and assign future income, including the right to assign its right to receive Common Expense assessments.

ARTICLE 7. Restrictions on Use, Alienation and Occupancy

Section 7.1 Use Restrictions.

(a) Initial use restrictions applicable to the Real Estate are set forth in this Declaration and also in the Plat.

(b) 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 or by an appropriate committee (as appointed, by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be documented in writing.

(c) The Board of Directors has absolute authority to promulgate Rules and resolutions for restrictions on use, occupancy or alienation which are not contrary to restrictions or other limitations contained within this Declaration.

(d) It is expected that Rules will govern the operations of the Community, the Owners and the Association in greater detail than the covenants in this Declaration. A specific provision of a Rule is invalid only to the extent that its strict application would contradict a specific provision in this Declaration.

(e) The Board of Directors may establish and enforce penalties for infractions.

(f) Owners are responsible for fines assessed against their Related Users.

(g) All monetary penalties enforced pursuant to this Declaration or the Rules are collectible as Common Expense Assessments.

Section 7.2 Owners' Acknowledgment. All Owners and Related Users are given notice that use of each Parcel is limited by provisions of each of the Governing Documents. All Owners and Related Users acknowledge that the Governing Documents may be amended, expanded and otherwise modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of their Parcel affected by this provision and that all restrictions upon the use and occupancy of a Parcel, may change from time to time.

Section 7.3 Use, Occupancy, Covenants and Use Protection. Parcels within the Community may be used only for residential purposes, purposes customarily incidental to residential use, and purposes allowed by the local zoning codes and permits and as allowed for under restrictions in this Declaration and in the Plat. Use of Parcels for primarily residential uses may not be unreasonably regulated or governed by the Association.

Section 7.4 Improvement Restrictions. Improvements to a Parcel may only be made within a Building Envelope (except for access and utilities and as otherwise provided in the Design Guidelines). Improvements within a Building Envelope must also be approved as provided for under other provisions of this Declaration. See the Plat for additional restrictions

and guidelines.

Section 7.5 Rights of Owners under the Restrictions, Covenants of This Declaration and Association Rules. The Board of Directors may not adopt any restriction or Rule on use, alteration or occupancy in violation of the following provisions:

(a) Equal Treatment. Similarly situated Owners and Related Users must be treated similarly.

(b) Speech/Political Signs. The rights of Owners or Related Users to display political signs and symbols in or on their Parcels of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods must not be abridged. The Association may adopt (as allowed by statute and law) reasonable size, time, place, and manner restrictions for the purpose of minimizing damage, disturbance, clutter, and unpleasant aesthetics.

(c) Religious and Holiday Displays. The rights of Owners and Related Users to display religious and holiday signs, symbols, and decorations normally displayed in residences located in single-family residential neighborhoods must not be abridged. The Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage, disturbance, clutter, and unpleasant aesthetics.

(d) Activities within Residences. No Rule may interfere with the activities carried on within the confines of Residences, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Parcels, that generate excessive noise, odor or traffic, that create unsightly conditions or conditions otherwise disallowed by this Declaration which are visible outside the Parcel, or that create an unreasonable source of annoyance.

(e) Additional Authority and Limitations on Rules. The Board of Directors may proceed with Rules as it deems desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the Parcels in accordance with the following:

(i) The Rules are to be reasonable and uniformly applied.

(ii) Copies of the currently effective Rules must be made available to each Owner upon request.

(iii) Each Owner must comply with the Rules and see that Related Users comply with the Rules.

(iv) The Rules have the same force and effect as if they were stated in full in this Declaration.

(v) In the event of conflict between the Rules and this Declaration,

this Declaration prevails, but only to the extent that the Rule invalidates a specific provision in this Declaration.

Section 7.6 **Disclaimers of Declarant.** Declarant has disclosed that the site that includes each Parcel is subject to construction. Owners acknowledge that construction, dust, construction noise, inconveniences and related issues, as well as the density of the greater community may exist during construction. These inconveniences include those from construction labor personnel, storage, port-a-potties, construction debris, parking of construction personnel, and more.

Section 7.7 **Leasing.** All Owners have the right to lease or rent (collectively "lease") their Parcels provided that:

(a) the lease is in writing; all leases and rentals must have at least a minimum one year term; the lease is for occupancy of a completed Residence; (c) the lease provides that the lessee's occupancy is subject to the Governing Documents and that any failure by the lessee to comply with any Governing Document in any respect will be a default under the lease; and the Owner will notify the Association immediately upon the leasing of the Owner's Parcel and register with the Association the name(s) of the tenant(s), off-site address for the Owner, emergency contact information for the Owner, and any other information the Association reasonably requires.

(b) Short term leases and occupancies for a fee are expressly prohibited.

Section 7.8 **Construction Type.** All construction must be new. No building previously used at another location or any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Parcel, except as expressly provided for temporary buildings. Construction is also subject to restrictions and guidelines in the Plat.

Section 7.9 **Restrictions on Fences and Similar Structures.** Fences are prohibited along the perimeter of a Parcel; provided, however, an existing fence that is located along the perimeter of a Parcel that is also the perimeter of the Community is permitted and the Owner will be required to maintain that fence in accordance with the requirements of the Plat. Fencing is allowed within the designated Building Envelope of any Parcel subject to prior written approval of the Design Review Committee. Owners may install gates as the entry area to a Parcel or Building Envelope subject to prior written approval of the Design Review Committee. Additional fencing restrictions are set forth in the Plat.

Section 7.10 **Ancillary Units.** An Ancillary Unit not to exceed 1,000 square feet may be permitted in accordance with the requirements set forth in the Design Guidelines and requirements of Douglas County and the requirements of the Plat. An Ancillary Unit may not be occupied as a home, but may be used as a detached garage or accessory building, a pool house, restrooms, a studio, or a workshop. An Ancillary Unit must conform to the architectural character and colors of the Residence on the Parcel and meet the requirements set forth in the Design Guidelines. No manufactured or individually constructed storage sheds, shacks, buildings or structures are permitted on any property in the Community without the prior written consent of the Design Review Committee. All such facilities are also subject to restrictions set forth in the Plat.

Section 7.11 Temporary Structures. No tent, shack, temporary structure, or other temporary building is permitted on any property within the Community for more than 72 hours, except with prior written consent of the Association.

Section 7.12 Swimming Pools/Hot Tubs. All swimming pools, spas, hot tubs, and similar facilities must be screened from view of adjacent Parcels and rights of way by screening materials and methods approved by the Design Review Committee. All such facilities must be located within the designated Building Envelope and must have prior written approval by the Design Review Committee.

Section 7.13 Basketball Hoops and Play Equipment. The Association may adopt Design Guidelines for materials, location, screening and installation of basketball hoops and other play equipment, including trampolines. All such equipment must be within the Building Envelope and must be approved by the Design Review Committee prior to installation.

Section 7.14 Dog Houses/Runs. Dog houses, shelters and runs must be completely screened from view of adjacent public and private property and streets. Dog houses and shelters must be constructed of materials compatible with the Residence. Dog runs are to be enclosed with approved fences or screening as approved by the Design Review Committee.

Section 7.15 Restriction on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind may be erected or maintained anywhere within the Community except such sign or signs as may be allowed by state or federal law, or as may be approved in the Design Guidelines or in writing by the Association through the Board of Directors.

Section 7.16 Antennas and Satellite Dishes. No transmission or reception antennas or facilities are permitted except as allowed by federal law. The Association may adopt reasonable Design Guidelines regarding placement of permitted antennas and satellite dishes.

Section 7.17 Solar Panels or Similar Installations. Solar panels or other similar energy generation devices may be installed in accordance with the Design Guidelines upon approval of the Design Review Committee.

Section 7.18 Sewage Disposal Systems. There is no central sewage disposal system in the Community. Each Owner is responsible for installing a septic tank or other individual sewage disposal system on the Owner's Parcel in accordance with applicable governmental statutes, codes, rules, regulations and ordinances and in accordance with the Design Guidelines. The Association may adopt rules and regulations concerning the repair or maintenance of individual sewage disposal systems.

Section 7.19 Drainage Maintenance. There will be no interference with the established drainage pattern over any property within the Community, except as approved in writing by the Design Review Committee. Approval will not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" means the drainage pattern that exists at the time the overall grading of any property is completed and includes any established drainage pattern shown on any plans approved by Douglas County. The established

drainage pattern may include the following drainage patterns: (a) from Common Areas over any Parcel; (b) from any Parcel over the Common Areas; (c) from any property owned by Douglas County or other Persons over any Parcel; (d) from any Parcel over property owned by Douglas County or other Persons; or (e) from any Parcel over another Parcel.

Section 7.20 **Restriction on Further Subdivision.** No Parcel may be further subdivided. No easement or other interest in the Parcel that is less than the whole may be conveyed by the Parcel owner without prior written approval of the Board of Directors and Declarant. This covenant does not prohibit the following: deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments; selling or leasing of a Parcel; or transferring or selling a Parcel to more than one person to be held as tenants-in-common or joint tenants.

Section 7.21 **Use of Fertilizers, Pesticides, and Herbicides.** Owners will use only biodegradable and environmentally sensitive fertilizers, pesticides, and herbicides.

Section 7.22 **Weeds.** Each Parcel will be kept free from noxious weeds, brush, or other growth or trash that, in the reasonable opinion of the Association or the Design Review Committee, is undesirable, unsightly or causes undue danger of fire. Subject to this section, each Owner will employ weed control measures as needed to the unimproved areas of its Parcel in accordance with Douglas County regulations.

Section 7.23 **Pet Covenants and Restrictions.**

(a) Except as specifically permitted, the following animals will not be raised bred or kept on any Parcel: non-domesticated animals; livestock; horses; and poultry of any kind. Domesticated birds kept in a Residence, fish, and other small domestic animals (e.g., cats and dogs) are permitted; provided that they are not raised for any commercial purpose and are kept in accordance with Douglas County ordinances. Pets may not be kept such number or in such manner as to be unreasonable or to create a nuisance to any resident.

(b) The Association may adopt reasonable Rules designed to minimize damage and disturbance to other Owners and occupants, including Rules requiring waste removal, leash controls noise controls and more.

(c) Nothing in this section of the Declaration prevents the Association from requiring removal of any animal that presents a threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance in the Board of Directors' sole discretion.

(d) An Owner's right to keep household pets is coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.

(e) All pets must be controlled by their owners and are not permitted off their Parcel except when properly leashed and under the physical control of a responsible person.

(f) Feces left by pets upon the Common Areas, or any other area, including trails and open space areas, must be removed promptly by the owner of the pet or the person responsible for the pet. If the pet is staying at the property of an Owner, and the owner of the pet does not promptly remove the feces, the Owner of that Parcel is the person responsible.

(g) The Executive Board may require any pet, in the Board's opinion, which endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Residence and the Community upon 10 days written notice. If the Owner or occupant fails to comply, the Board may remove the pet and/or obtain a court order requiring the Owner or Related User to do so.

(h) Any Owner or occupant or guest who keeps or maintains any pet in a Residence or within the Community is deemed to have agreed to indemnify and hold the Association, its directors, Officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within a Residence or in the Community.

(i) The Association has all remedies available under the Act and by law related to any violation of these pet covenants and restrictions.

Section 7.24 Vehicular Parking, Storage, Recreational Vehicles and Repairs.

(a) The following vehicles are prohibited from being parked or stored on any private rural road within the Community at any time and are prohibited from being parked or stored on a Parcel, except within a garage or in an enclosed area within the building envelope that has been approved by the Design Review Committee: boats; campers (on or off of supporting vehicles); trailers; tractors; trucks; industrial or commercial vehicles (both cabs or trailers); towed trailer units; motorcycles; disabled, junk, or abandoned vehicles; motor homes or mobile homes; recreational vehicles; horse trailers or other trailers; or any other recreational vehicle. For the purposes of this covenant, a 3/4-ton or smaller vehicles without commercial writing on their exteriors and commonly known as "pickup trucks" and "SUVs" will not be deemed commercial vehicles or trucks.

(b) 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 that screens the sight and sound of such activity from the street and from other Parcels. Changing motor oils, fuels, and antifreeze must be performed in a manner that prevents releases or spills. All used motor oils, fuels, and antifreeze must be disposed of in accordance with applicable law. Disposal of oils, fuels, and antifreeze in the storm drainage or individual on-site waste systems in the Community is prohibited.

(c) No Owner will cause or permit the Owner's vehicles or a Related User's vehicles to be parked overnight on any private rural road in the Community.

(d) Rules of the Association may further govern the types of vehicles that may be parked or stored within the Community.

Section 7.25 Trash. No refuse, garbage, trash, lumber, grass, shrub, tree

clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind will be kept, stored, or allowed to accumulate on any Parcel, except within an enclosed structure or appropriately screened from view. However, any container with such materials may be placed outside at those times necessary to permit garbage or trash pick-up, provided this is done no earlier than a reasonable time before the scheduled pick-up and provided that all such materials are contained inside plastic garbage containers.

Section 7.26 No Hazardous Activities. No activity will be conducted on, and no Improvement shall be constructed on any Parcel that 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 Community, and no open fires shall be lighted or permitted on any property within the 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.

Section 7.27 Prohibitions on Increased Costs. Without the prior written consent of the Executive Board, nothing may be done or kept in a Residence, or any part of a Parcel, that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Section 7.28 Covenants and Restrictions on Marijuana Growing and Distribution. Due to the pungent odor of growing marijuana and the migration of that odor to neighboring Parcels, growing or cultivation of marijuana anywhere on a Parcel, including a Residence is prohibited. The intent of this restriction is not to regulate use of marijuana, but is limited to growing or cultivation. No Parcel may be used for production of hash oil. No Owner or Related User may use a Parcel or any portion of a Residence for the purpose distributing, marketing, promoting or any business or other promotion related to marijuana. The covenants and restrictions in this section may be further expanded and clarified by the Board through Rules. Owners will be responsible for any costs or damages resulting from a violation of this section.

Section 7.29 Noxious and Other Activities.

(a) Noxious, destructive, offensive or unsanitary activity is not allowed to be carried out in a Residence or within the Community.

(b) No Owner or Related User, may use or allow the use of a Residence or any portion of the Community at any time, in any way, that may endanger the health or property of other occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Related Users, or, in the Executive Board's discretion, constitute a nuisance.

(c) The intention of this section provision is to grant the Association and aggrieved persons a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Residences and of the Community.

(d) Specific unauthorized and unreasonable annoyances or disturbances include, and are not limited to the following:

- (i) any threatening or intimidating conduct towards any resident, guest or pet of or at a Residence or in the Community;
- (ii) any conduct which, in the Board of Directors' reasonable discretion, creates any danger or risk of injury to others or damage to property of a Residence or within the Community or which creates any threat to health or safety of any other resident; or
- (iii) any conduct which creates any noxious or offensive odor either outside of a Residence at any time or within a Residence if such odors can be detected in the normal course of activities in any other Residence(s);
- (iv) any incessant or excessive pet noises, including dog barking, if such conduct can be heard in the normal course of activities in any other Residence(s) with the windows and doors of the Residence closed;
- (v) any construction or similar activities on a Parcel or in a Residence that can be heard in other Residences between the hours of 7:00 p.m. and 7:00 a.m. on weekdays and between the hours of 8:00 a.m. and 5:00 p.m. on weekends; or
- (vi) any similar action or activity outside of a Residence or within the Community, or which occurs inside a Residence but which interferes with the peaceful use and enjoyment of other Residences or the Common Areas by any other Owner or occupant.

Section 7.30 **Easements Protected.** No Owner or Related User may do any work which, in the Board of Directors' reasonable opinion, would impair any easement or other interest in a Parcel, without prior written consent of the Board of Directors.

Section 7.31 **No Waste.** No damage to or waste of a Residence, the Residence Exterior, the Common Areas, or any part of the Common Areas, is permitted by any Owner or Related User. Each Owner and Related User indemnifies and holds the Association and the others harmless against all loss to the Association or others resulting from any such damage or waste caused by such Owner or Related Users.

Section 7.32 **No Restrictions on Sale of a Parcel.** The right of an Owner to convey their Parcel is not subject to any right of first refusal or similar restriction and such Parcel may be sold free of any such restrictions.

Section 7.33 **No Restrictions on Mortgaging of a Parcel.** No Rule may impose any restriction on the right of the Owners to mortgage or otherwise encumber their Parcel. There will be no requirement for the use of a specific lending institution or particular type of lender.

Section 7.34 **Use of Common Areas.** There are no obstructions of the Common Areas allowed. Nor may anything be kept or stored on any part of the Common Areas without the prior written approval of the Board of Directors, or others with rights in those areas.

Section 7.35 **No Unsightliness.** All unsightly conditions, structures, facilities, equipment, objects and conditions, including, but not limited to snow removal equipment, trash

containers, and garden or maintenance equipment except when actually in use, must be enclosed within an approved structure. Firewood stacking not to exceed two cords is permitted.

Section 7.36 **Reasonable Rights to Develop.** No Rule by the Association or Board of Directors may unreasonably impede the Declarant's right to develop in accordance with the Plat, any Map and this Declaration.

Section 7.37 **Individual Owner Rights of Enforcement.** Nothing in this Declaration may be construed to affect the rights of an aggrieved Owner to proceed individually against a violator of this Declaration for relief from interference with their property or personal rights. The Board of Directors may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action. No claim for any loss, damage or otherwise exists by an aggrieved Owner or occupant against the Association for failure to enforce the provisions of this Declaration if the aggrieved Owner or occupant has not personally pursued all available remedies against the violator for redress provided under Colorado law and complied with dispute resolution Governance Policies, of the Association.

Section 7.38 **Declarant's Exemption and Uses.** It is expressly permissible for the Declarant, its assigns, employees and agents, to perform such construction activities, and to maintain upon portions of the Community such facilities as deemed incidental by Declarant to the construction and sale of Parcels and the development of the Community. This includes exemption from the covenants and restrictions in this Article and also, without limiting the generality of the foregoing, the maintenance of temporary business offices, construction trailers or offices, storage areas, trash bins, portable toilets, construction yards and equipment, signs, flags, banners, model Residences, temporary sales offices, parking areas, lighting facilities and similar or dissimilar uses.

ARTICLE 8. DESIGN REVIEW AND APPROVAL

Section 8.1 **Design Review Committee.** The Design Review Committee ("Committee") will consist of three members appointed by the Board of Directors; provided that the Declarant has authority to appoint members of the Committee for a period of 40 years following the date this Declaration is recorded or when all Parcels in the Community are conveyed to a residential Owner other than the Declarant or an affiliate and improved with a Residence, whichever occurs first. Members of the Committee appointed by the Board may be removed at any time by the Board, and will serve for terms as designated by the Board or until resignation or removal by the Board. The Committee will meet from time to time as necessary to perform its duties. The Board of Directors will serve as the Committee if the Board does not appoint others to serve as Committee members after Declarant authority to appoint and remove Committee members expires.

Section 8.2 **Approval of Improvements Required; Restrictions and Requirements.** The approval of the Design Review Committee is required for any Improvement to the Parcel except:

- (a) any Improvement to Real Estate made by Declarant;

(b) where, in the reasonable discretion of the Design Review Committee, approval is not required to carry out the purposes of this Declaration;

(c) where prior approval of Improvements may be waived or certain Improvements may be exempted in writing or under written guidelines; and

(d) any Improvement made to a tract shown on the Plat by a Metropolitan District.

Section 8.3 **Submissions of Plans**. Prior to commencement of work to accomplish any proposed Improvement the person proposing to make that Improvement ("Applicant") shall submit to the Committee all documentation required under this Declaration and under any adopted Design Guidelines. The Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed Improvement. Until receipt of all required materials in connection with the proposed Improvement, the Committee may postpone review of any materials submitted for approval. If the Committee requires submission of additional plans, specifications, or other information, the Committee is to provide written notice to the Owner.

Section 8.4 **Criteria for Approval**. The Committee will exercise its reasonable judgment to determine whether the proposed Improvements, construction, alterations or landscaping conform to and harmonize with the existing surroundings, Residences, landscaping and structures; conform to the requirements of this Declaration and restrictions in the Plat. Actions taken by the Committee on matters coming before it are to be in good faith and not arbitrary or capricious.

The standards for approval include, but may not be limited to:

(a) conformity and harmony of exterior appearances of structures with neighboring structures, including design compatibility and scale;

(b) color and materials to be used;

(c) effective location and impact on nearby Parcels;

(d) relation to the Community;

(e) the proposed Improvement will not affect the drainage plan for the Community or any portion of the Community;

(f) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in this Declaration and in the Design Guidelines; and

(g) any other matter deemed to be relevant or appropriate by the Committee.

Section 8.5 **Design Guidelines**. The Committee may, from time to time, issue, revise, and reissue design guidelines and review procedures (the "Design Guidelines") to be applicable to all subsequent Improvements to Property.

Section 8.6 **Design Review Fee.** The Design Standards may provide for the payment or deposit of a fee to accompany each request for approval of any proposed Improvement.

Section 8.7 **Decision of Committee.** No Improvements may be made without the Committee's approval. Approval is not given by lapse of any time frame. Approval is only given by affirmative action of the Committee.

Section 8.8 **Commencement and Completion of Work.** After approval of any proposed Improvement, the proposed Improvement shall be accomplished promptly and diligently and in complete conformity with the description of the proposed Improvement and any other materials submitted to the Committee in connection with the proposed Improvement and with any conditions imposed by the Committee. All final approvals are valid for a period of 12 months. If construction does not commence within 12 months the approval is automatically revoked and a new application must be submitted and approved by the Committee. All new construction must be completed within two years from the date of commencement. All landscape improvements must be started within 120 days of occupancy or such later date as approved by the Design Review Committee. All modifications must be completed within 12 months from the date of commencement.

Section 8.9 **Inspection of Work.** The Board or Committee or its duly authorized representative has the right to inspect any Improvement prior to or after completion in accordance with the terms of the Design Standards.

Section 8.10 **Notice of Noncompliance.** If, as a result of inspections or otherwise, the or Committee determines that work has been done without obtaining approval of the Committee, was not performed in accordance with the terms of the approved application, or was not completed within the required time frame, the Committee may notify the Owner in writing of the noncompliance specifying the particulars of the noncompliance

Section 8.11 **Correction of Noncompliance.** The Owner or Applicant must remedy the noncompliance within 30 days after notification by the Committee or such longer period as agreed to in writing by the Committee; provided, however, if a timely appeal to the Board is submitted by the Applicant, the noncompliance may be remedied within 45 days after denial of the appeal or such longer period as agreed to in writing by the Board. If the Owner fails to cure the noncompliance within that specified period, the Board or Committee may, at its option, record a Notice of Noncompliance against the Parcel(s) on which the noncompliance exists, may enter upon that Parcel(s) and remove the non-complying Improvement, and/or may otherwise remedy the noncompliance and the Owner must reimburse the Association, upon demand, for all expenses incurred. If those expenses are not promptly repaid by the Owner to the Association, the Board may levy a Default Assessment against the Owner of the Parcel for those costs and expenses. The right of the Association or the Board or Committee to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Association and the Board or Committee may have at law, in equity, or under this Declaration. The Applicant and Owner of the Parcel has no claim for damages or otherwise upon the entry of the property and removal of the non-complying Improvement.

Section 8.12 **No Implied Waiver or Estoppel.** No action or failure to act by the

Board or Committee will constitute a waiver or estoppel with respect to future action by the Board or Committee with respect to any Improvement. Specifically, approval of the Board or Committee of any Improvement shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement or any similar proposals, plans, specifications, or other materials submitted with respect to any other Improvement.

Section 8.13 Committee Power to Grant Variances. Subject to the requirements of the governmental authorities and requirements on the Plat, the Committee may authorize variances from compliance with any of the provisions of the requirements in this Article or the Design Guidelines, including restrictions upon height, size, floor area, building materials, placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental conditions may support or allow a variance. The granting of a variance does not operate to waive any of the provisions of the Declaration for any purpose except as to the particular property and the provisions of this Declaration, except as to the particular property and particular provision covered by the variance. Granting of a variance will not affect the Owner's obligation to comply with all governmental laws and regulations and Plat restrictions affecting the property.

Section 8.14 Meetings of Committee. The Committee may meet from time to time as necessary to perform its duties. The 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 Board or Committee, except the granting of approval of any Improvement, determination of non-compliance, and granting of variances. The authorized action taken by the Committee representative within that representative's authority constitutes action of the Committee.

Section 8.15 Records of Actions. The Committee shall report in writing to the Board all final actions of the Design Review Committee and the Board shall keep a permanent record of all reported actions.

Section 8.16 Right to Appeal. After the Declarant's right to appoint the Design Review Committee expires and if the Board of Directors has appointed other persons to act as the Design Review Committee, an Owner may appeal any decision of the Committee to the Board of Directors by written appeal submitted to the Board and its managing agent within 20 days of the date that the Committee decision or notice is mailed to the Owner. The Board of Directors will review the decision of the Committee and all materials submitted to the Committee and the Design Guidelines. Any decision of the Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the Board concludes that the Committee's decision was not consistent with the criteria set forth in this article and the Design Guidelines. If an appeal of a Notice of Noncompliance is denied, the Owner will have 45 days from receipt of the Board's decision to correct the noncompliance. If the Board fails to make a decision on any appeal within 60 days of the date submitted by the Owner, then appeal will be deemed denied.

Section 8.17 Non-liability of Committee Action. No liability may be imposed on the Board or Committee, any Board or Committee member, any Committee Representative, or the Association, for any loss, damage, or injury arising out of or in any way connected with the

performance of the duties of the Board or Committee unless due to the willful misconduct of the party held liable. Owners requesting an Improvement are responsible for any safety concerns, structural or otherwise, that the Improvement may raise. Owners are also responsible for verifying that the Improvement meets any and all building codes or other governmental laws or regulations and Plat requirements. In reviewing any matter, the Committee will not be responsible for reviewing, nor shall its approval of an Improvement be deemed approval of, the Improvement from the standpoint of safety, whether structural or otherwise, or such Improvement's conformance with building codes, other governmental laws or regulations, or the Plat. Members of the Board and Committee will be indemnified by the Association to the same extent as the Board of Directors of the Association, as set forth in this Declaration and the Bylaws of the Association.

Section 8.18 Construction Period Exception. During the course of actual construction of any permitted structure or Improvement, and provided construction is proceeding with due diligence, the Committee will 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 construction, provided that during the course of any 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 that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Community.

ARTICLE 9. Insurance/Condemnation

Section 9.1 Insurance on the Parcels. Each Owner is obligated to obtain and maintain hazard and liability insurance covering loss, damage or destruction by fire or other casualty to the Improvements installed or made to their Parcel, other property of the Owner, and any injuries occurring to the persons while on the Owner's Parcel. The Association is not liable for failure of any Owner to maintain such insurance.

Section 9.2 Insurance to be Carried by the Association. The Association will obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage will be provided by financially responsible companies duly authorized to do business in the State of Colorado, and which will include the following:

(a) Property Insurance on the rural private road easement and on Common Areas and personal property owned by the Association.

(i) The Association will obtain and maintain at all times, as a Common Expense, property insurance on any Common Areas to the extent reasonably available.

(ii) All property insurance purchased by the Association will run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners and their respective Mortgagees, and all other persons entitled to occupy any Residence as their interests may appear.

(iii) All insurance coverage for the Association will be written in the

name of the Association as first named insured and each of the Owners as additional insureds.

(iv) Property insurance may contain customary deductibles.

(b) Association Liability Insurance. The Association will obtain public liability and property damage insurance for the Common Areas, including the private rural roads and any other property maintained by the Association, in such amounts as the Board may determine from time to time, but not less than \$2,000,000, covering claims for bodily injury or property damage to the extent reasonably available. Coverage will include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association. Coverage will also include claims of one or more insured parties against other insured parties.

(c) Association Fidelity Insurance. The Association will obtain 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 required by the Act and sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees and others who are responsible for handling the funds of the Association.

(d) Directors' and Officers' Liability Insurance. The Association shall obtain directors' and officers' liability insurance to protect the officers, directors, committee members and any person acting at the direction of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association. This policy will cover former directors and officers and monetary and non-monetary claims, to the extent reasonably available.

(e) Other Insurance. The Association may obtain other insurance against other risks, of similar or dissimilar nature, including floor insurance, as it deems appropriate with respect to the Association responsibilities and duties.

Section 9.3 Miscellaneous Terms Governing Insurance Carried by the Association. The Association will maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

(a) All policies of insurance will provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of the Owner's household.

(c) No act or omission by any Owner will void the policy or be a condition to recovery under the policy.

(d) All policies will provide that such policies may not be canceled or modified without at least 30 days prior written notice to all of the Owners, holders of first lien security interests and the Association, except in the instances of non-payment of premiums, in which

case at least 10 days' prior written notice is required.

(e) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, will be delivered to all holders of first lien security interests at least 10 days prior to the expiration of the then-current policies.

(f) The liability insurance will name the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns, and Owners.

(g) If at the time of a loss, there is other insurance in the name of an Owner covering the same risk covered by the Association's policy, the Association's policy will provide primary insurance.

Section 9.4 Insurance Premium. Insurance premiums for insurance provided by the Association are a Common Expense to be included as a part of the annual assessments levied by the Association.

Section 9.5 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association as required by the Act and other provisions of Colorado law.

Section 9.6 Annual Insurance Review. The Board may review the insurance carried by and on behalf of the Association annually to determine the amount of insurance required and the service capabilities of the current carrier.

Section 9.7 Claims and Adjustments by the Association. Any loss covered by an insurance policy described above will be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association will hold any insurance proceeds in trust for the Association. The proceeds must be distributed first for the repair or restoration of the damaged property. The Association is not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 9.8 Duty to Repair. Any portion of the Community for which insurance is required under this article that is damaged or destroyed must be repaired or replaced promptly by the Association, unless Owners entitled to cast 67% of the total Association vote agree not to rebuild.

Section 9.9 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution will be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 9.10 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association will pay or absorb the deductible amount for any work, repairs or reconstruction for damage to property that is the Association's maintenance responsibility

unless the damage is caused by the negligent or willful act or omission of an Owner, the Owner's family, guests, or invitees, in which case the Association may seek reimbursement of the deductible amount as an individual assessment in compliance with and under the terms of the Declaration.

Section 9.11 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost will be a Common Expense.

Section 9.12 Damage to or Destruction of Residences on Parcels. In the event of damage to or destruction of structures on a Parcel, the Owner will proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner will promptly clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner will continue to maintain the Parcel in a neat and attractive condition consistent with this Declaration.

Section 9.13 Owner's Right to Review Association Insurance Policies. The Association will make a copy of its insurance policies available for review by Owners.

ARTICLE 10. Alternative Dispute Resolution – Excluded Claims

Section 10.1 Purpose/ Scope of Alternative Dispute Resolution. One of the purposes of this Declaration is to establish a harmonious Community including the prompt, efficient, fair and non-belligerent resolution of any construction or design dispute. Accordingly, any construction, design controversy or other claim against the Declarant or its affiliates or agents or employees of its affiliates (an Excluded Claim) arising out of or relating to the Residences, Common Areas or related to the Community must be resolved as set forth in this Article.

Section 10.2 Warranty Standards. The standards for warranty services of Declarant are as published by the Declarant. The Declarant has disclosed to Owners that these standards are customary industry standards. Warranty coverage, under the limited warranty provided by Declarant, does not extend to soil erosion, landscaping, retaining walls, cracks in concrete patios or sidewalks, sound transmission, condensation, color variations or noise from duct work.

Section 10.3 Direct Communication. The parties to the disagreement over an Excluded Claim must set forth their respective positions in any dispute in correspondence. Each party must respond within 21 days after receipt of a letter from the other until agreement is reached. If an agreement is not reached, the next section of this Declaration applies.

Section 10.4 Mediation. If an Excluded Claim cannot be resolved through direct communication of the parties, either party may request appointment of a neutral and properly credentialed mediator. The parties must participate in the mediation in good faith until the dispute is resolved for a period not to exceed 90 days with the consent of all parties. The cost of the mediation must be divided equally among the parties. If a mediation does not resolve the Excluded Claim, the next sections of this Declaration apply.

Section 10.5 Pre-conditions to Arbitrations by the Association or any Owner.

(a) The Association or any Owner may proceed with communication and mediation, as allowed for under this Article.

(b) On an Excluded Claim, the Association, if the Association complies with the terms of this Article, has the power to commence and maintain an arbitration, as may be deemed appropriate by the Board of Directors only if approved by Owners holding at least 90% of the votes in the Association.

(i) In making its recommendation to the Owners to bring an arbitration on an Excluded Claim, the Board of Directors is to exercise its reasonable judgment. The Board of Directors must consider, without limitation, the likelihood of success, the impact such action may have upon the market values of Parcels or other portions of the Community, the cost of pursuing the arbitration including attorneys' fees and expert fees, the resources of the Association and whether a special assessment or depletion of reserves will be required in connection with pursuit of those claims or as a result after those claims have been pursued.

(ii) The Board of Directors must prepare a written analysis of the risks and benefits to the Owners of commencing and maintaining an arbitration on an Excluded Claim.

(iii) The Board of Directors must deliver a copy of that written analysis to each of the Owners at least 7 days prior to the date scheduled for the meeting of Owners or prior to any vote on proceeding with arbitration on an Excluded Claim.

(iv) The Association may not bring an arbitration or any other legal action on an Excluded Claim even with amendment of this Declaration, without compliance with the terms of this Article.

(v) The Association may not commence or maintain an arbitration on any Excluded Claim unless the commencement and maintenance has first been recommended by the Board of Directors and, is also approved by Owners holding at least 90% of the votes in the Association.

Section 10.6 Arbitration Process and Procedures.

(a) If the Excluded Claim cannot be resolved through mediation, such dispute, at the Declarant's election and in its sole discretion, if the Declarant is a party to the dispute, or if not, then automatically, must be decided by mandatory and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") currently in effect.

(b) If either the Declarant's right to elect in the preceding paragraph, or if the Declarant is not a party to the dispute and the right to have the dispute automatically be decided by mandatory and binding arbitration in accordance with the rules of the AAA are determined to be unenforceable by any court of competent jurisdiction, then, in those events, all Excluded Claims must still be decided by mandatory and binding arbitration in accordance with the rules of the AAA currently in effect.

(c) The following procedures apply to arbitration:

(i) Demand for arbitration must be filed in writing with the other party and with the AAA.

(ii) A demand for arbitration must be made within thirty days after the dispute in question has arisen and failed to be resolved by mediation.

(iii) In no event may the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(iv) No arbitration arising out of or relating to this Declaration may include, by consolidation, joinder or any other manner, an additional person or entity not subject to the Declaration, except that the Declarant, at its sole election and in its sole discretion, may by consolidation, joinder or any other manner, include contractors, subcontractors or other parties involved in the construction and/or planning of the Community.

(v) The arbitrator to hear the Excluded Claim may be jointly selected by the parties. If the parties cannot agree within 30 days, the parties shall select the arbitrator they desire. Then, those arbitrators shall, amongst them, select the arbitrator to hear the Excluded Claim.

(d) The provision of this Article to arbitrate, or the Declarant's election to arbitrate, or the Declarant's determination to include any additional person or entity not subject to this Declaration in an arbitration are specifically enforceable in accordance with applicable law with any court having jurisdiction.

(e) The award rendered by the arbitrator or arbitrators is final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(f) All filing fees and AAA costs associated with the arbitration itself must be paid for by the party who files the notice of arbitration.

Section 10.7 Lawsuits by the Association or any Owner are precluded.

(a) The Association may not commence or maintain a lawsuit on any Excluded Claim as these claims are subject to the arbitration provisions of this article and the agreements of initial Owners entered into with the Declarant.

(b) Owners may not bring a lawsuit on an Excluded Claim, as these claims

are subject to the arbitration agreement as initial Owners have entered into with the Declarant and are also subject to the provisions of this article.

Section 10.8 **Subsequent Owners.** The provisions of this Article are binding on all subsequent Owners (those who did not purchase a Parcel from the Declarant).

Section 10.9 **Sole Remedy-Waiver of Judicial Rights.** Subject to the Declarant's election rights set forth in this Declaration, and the remedies available for Excluded Claims, the Declarant, the Association, and each Owner expressly consents to the substance and procedures established in this Article as their sole and exclusive remedy. Each of these parties also expressly waive any right they may have to seek resolution of any Excluded Claim contemplated by this Article in any court. Each of these parties also waive any right to trial by a jury. If a dispute involves the Declarant, an Owner or the Association, no person may file a memorandum of *lis pendens* or similar instrument that would encumber or create a lien upon Parcels or the land owned by the Declarant, an Owner or the Association.

Section 10.10 **Binding Nature; Applicable Law.** The consideration of the parties to be bound by the provisions of this Article of this Declaration is not only the waiver of access to determination by a court (as applicable) and by a jury, but also the waiver of any rights to appeal the arbitration finding other than for the reasons available under Colorado law. A judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction.

Section 10.11 **Location.** All alternative dispute resolution proceedings under this Article must be held in the greater Metro area in the State of Colorado, unless otherwise mutually agreed by the parties.

Section 10.12 **Payment of Expenses under This Article.** Beyond filing fees and AAA costs associated with the arbitration (those costs being the obligation of the party who files the notice of arbitration), each party is responsible for their own costs, expenses, experts and attorney fees in the mediation and arbitration.

Section 10.13 **Amendment of this Article.** The provisions of this Article may be amended with the affirmative vote of the Owners holding 90% of the Allocated Interests and with the consent of the Declarant for a period of 30 years from the date this Declaration is recorded. This reservation is reserved Development Right of the Declarant under this Declaration and also CCIOA.

ARTICLE 11. AMENDMENT AND TERMINATION OF THIS DECLARATION

Section 11.1 **Amendment of Declaration by Owners.** Subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be changed or repealed and any provision added to this Declaration at any time and from time to time upon approval of the Board of Directors and Owners holding at least 51% of the votes in the Association.

Section 11.2 **Technical, Clerical, Typographical or Clarification Amendment.** If the Declarant determines that any amendments to this Declaration or to the Plat or Map are

necessary to make non-material changes, including, but not limited to the correction of a technical, clerical or typographical error or clarification of a statement, then the Declarant has the right and power to make and execute any such amendment without obtaining the approval of any Owners. Each such amendment of this Declaration must be made, if at all, by the Declarant prior to 40 years from the date this Declaration is recorded.

Section 11.3 Amendment Required by Mortgage Agencies. Prior to 30 years from the date this Declaration is recorded, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which the FHA, VA, FHLMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase Mortgage loans requires to be amended or repealed may be amended or repealed by the Declarant. After that date, such amendment may be made by the Board of Directors or the Association. Any such amendment or repeal will be effective upon recording in the office of the Clerk and Recorder of Douglas County, State of Colorado, of a certificate, setting forth the amendment or repeal in full.

Section 11.4 Recording of Amendments. To be effective, all amendments to or termination of this Declaration must be recorded in the office of the Clerk and Recorder of Douglas County, Colorado, and must contain evidence or a recital of approval. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 11.5 Approval Required for Certain Amendments. No amendment may change the formulas for determining Allocated Interests as set forth in this Declaration in the absence of the approval of the Owners holding at least 90% of the votes in the Association.

Section 11.6 Required Consent of Declarant to Amendment. Any proposed amendment or repeal of any provision of this Declaration reserving rights of the Declarant, or for the benefit of the Declarant, or its assignees, is not effective unless the Declarant, and its assignees, if any, have given written consent to the amendment or repeal. That consent may be evidenced by the execution by the Declarant or its assignees of any certificate of amendment or repeal. The foregoing requirement for consent to any amendment or repeal terminates 30 years from the date this Declaration is recorded.

Section 11.7 Association Certification. Amendments to the Declaration required by this Article to be recorded by the Association are to be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. In the event of an amendment to the Declaration by the Owners, the Association may record the amendment with a certificate from the Association executed by any officer designated for that purpose, or, in the absence of the designation, by the president, which the requisite number of Owners, have consented to the amendment. Originals of Owners' written consents along with the recorded amendment are corporate records of the Association and available for inspection in accordance with the Association's records inspection policy.

Section 11.8 Expenses. All expenses associated with preparing and recording an amendment to the Declaration are the sole responsibility of the Association as a Common Expense or by the applicable Owner.

Section 11.9 **Termination.** The Community may be terminated upon an affirmative vote of the Owners holding 90% of the Allocated Interests.

ARTICLE 12. GENERAL PROVISIONS

Section 12.1 **Enforcement.** The Association or a Parcel Owner or Owners may enforce the Covenants 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 the Covenants, or to restrain such violation or attempted violation. The Association may impose reasonable monetary fines, after notice and opportunity for hearing, and may exercise self-help or action to abate any violation of the Governing Documents subject to any requirements as may be set forth in this Declaration, including those related to maintenance, repair or replacement. Failure of the Association or of any Owner to enforce any covenant or restriction in this Declaration is not and will in any event be deemed a waiver of the right to do so subsequently. Disputes that do not involve payment of sums and charges due to the Association, upon approval of both the Owner(s) and the Board of Directors, may be submitted to binding arbitration.

Section 12.2 **Right to Pay Taxes and Insurance Premiums.** Any institutional First Mortgagee or other holder of a First Mortgage is entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Parcel.

Section 12.3 **Severability.** Each of the provisions of this Declaration are deemed independent and severable. If any provision of this Declaration or the application of this Declaration to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 12.4 **Term of Declaration.** The provisions of this Declaration (and all covenants) run with and bind the Real Estate in perpetuity, unless amended or terminated as allowed for in this Declaration.

Section 12.5 **Interpretation.** The provisions of this Declaration are to be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Parcels and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration is to be construed and governed under the laws of the State of Colorado.

Section 12.6 **Singular Includes the Plural.** Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, and each gender referral is deemed to include the masculine, feminine and neuter.

Section 12.7 **Captions.** All captions and titles used in this Declaration are intended and use solely for convenience of reference and ease of use of this Declaration. Captions and titles used in this Declaration do not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article of this Declaration.

ARTICLE 13. DEVELOPMENT RIGHTS OF DECLARANT

Section 13.1 Development Rights and Special Declarant Rights. The Declarant reserves, through 40 years after the recording of this Declaration, the following Development Rights and Special Declarant Rights:

- (a) the right to withdraw all or any part of the real property described in *Exhibit A* or a Supplemental Declaration at any time prior to the time that any Parcel contained therein has been conveyed to a third party by execution acknowledgement and recording of a "Notice of Withdrawal" that contains an adequate legal description of the property being withdrawn from the Community and containing reference to this Declaration or the Supplemental Declaration under which the property to be withdrawn was annexed;
- (b) the right to annex any withdrawn real estate or real estate adjacent to the Community or across a public or private street from the Community (provided the Owner consents) or as set forth in *Exhibit A-1*;
- (c) the right to change the allocated interests initially set forth in an Exhibit and as if Parcels are withdrawn;
- (d) the right to establish a common interest community; exempt from or subject to CCIOA, on any withdrawn Parcels;
- (e) the right to relocate boundaries between adjoining Parcels owned by the Declarant, enlarge or reduce the area of Parcels, reduce the areas that may become Common Areas (as those areas are set forth in an Exhibit), subdivide Parcels owned by Declarant or complete or make improvements, as may be indicated on Maps or Plats filed of record, but only to the extent permitted by Douglas County;
- (f) the right to enlarge or reduce the Common Areas and to create additional Parcels;
- (g) the right to add property adjacent to the Real Estate and amend the Declaration to add unspecified Real Estate, with the consent of that Owner of that Real Estate and additional unspecified Real Estate according to the provisions of this Declaration subject to the limitations set forth in this Declaration and/or the Act;
- (h) the right to exercise any additional reserved right created by any other provision of this Declaration;
- (i) the right to amend the use restrictions included in this Declaration, together with the right to add new use restrictions;
- (j) the right to amend the Declaration in connection with the exercise of any development right;
- (k) the right to appoint or remove any officer of the Association or any Director during the Period of Declarant Control;

(l) the right to create and record a Map or to amend the Plat in connection with the exercise of any development right;

(m) the right to make amendments to the Declaration, Bylaws or Articles of Incorporation to meet or comply with any requirement of FHA or VA; and

(n) the right to use and to permit others to use, easements through the areas that may become Common Areas and also the Common Areas, once and if deeded to the Association, Common Areas, as may be reasonably necessary;

(o) The rights reserved to Declarant, for itself, its 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 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 real property records of Douglas County.

Section 13.2 Additional Reserved Rights. In addition to the rights set forth above, Declarant also reserves the following additional rights:

(a) Sales. The right to maintain mobile and other sales offices, parking lots, management offices and models on the Declarant's Parcels and on Common Areas.

(b) Signs. The right to maintain signs and advertising at the Community and to advertise the Community or other communities developed or managed by or affiliated with Declarant.

(c) Construction Easement. Declarant and its assignees expressly reserve to itself the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, on Parcels and on Common Areas, 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 Owner or holder of a security interest. Declarant and its assignees have such an easement through the Common Areas 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 Property.

(d) Use Agreements. The rights to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance and regulation of any recreational facilities and Common Areas, which may or may not be a part of the Community.

(e) Access Easement. Declarant and its successors and assigns shall have an access easement to and from any real property accessible through the Community.

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

Section 13.3 **Rights Transferrable/Rights Transferred.** Any rights created or reserved under this Article or the Act for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of Douglas County. Such instrument shall be executed by the transferor Declarant and the transferee. 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 Owners or any holders of a security interest in a Parcel. Any rights created or reserved under this Article or the Act for the benefit of Declarant may also be transferred to the Association by an instrument describing the rights transferred recorded in the real property records of Douglas County. Such instrument shall be executed by the transferor Declarant and the Association as transferee. The rights transferred may then be exercised by the Association in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) with the consent of the appropriate Owner(s) or any holders of a security interests in the Parcels.

Section 13.4 **No Further Authorizations Needed.** Except as set forth in this Declaration, the consent of Owners or holders of security interests shall not be required for exercise of any reserved rights, and Declarant or its assignees may proceed without limitation at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Community beyond the number of Parcels initially submitted.

Section 13.5 **Compliance with Act.** If Declarant or its assignees elect to exercise any reserved rights, that party shall comply with the Act.

Section 13.6 **Interpretation.** Recording of amendments to the Declaration and the Plat or Plats pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment will automatically: (a) vest in each existing Owner the reallocated Allocated Interests appurtenant to their Parcel; and (b) vest in each existing security interest a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Parcel. 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 Community as expanded and to any Additional Improvements, and will be added to and become a part of the Community for all purposes. All conveyances of Parcels after such amendment is recorded shall be effective to transfer rights in all Common Areas, whether or not reference is made to any Amendment of the Declaration or Plat. Reference to the Declaration and Plat in any instrument shall be deemed to include all Amendments to the Declaration, and the Plat without specific reference thereto.

Section 13.7 **Construction.** 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 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 on the Real Estate, nor of the same size, style or configuration. The improvements may be located anywhere in the Common Areas of the Community, and be reserved for future development, or on the additional Real Estate as may be added or as shown on the Plat.

Section 13.8 Termination of Reserved Rights. The rights reserved to Declarant, for itself, its successors and assigns, shall expire as set forth above or in the Act, unless (a) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Board may impose on the subsequent exercise of the expansion rights by Declarant, (b) extended as allowed by law or, (c) terminated by written instrument executed by the Declarant, recorded in the records of the Clerk and Recorder of Douglas County, State of Colorado.

The Keep, LLC, a Colorado limited liability company
By: Koelbel and Company, a Colorado Corporation, its manager

By: [Signature]
Authorized Agent of Koelbel and Company

STATE OF COLORADO)
CITY AND COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 29 day of August, 2018, by KEITH L REALE, as authorized agent of Koelbel & Company, manager of The Keep, LLC.

Witness my hand and official seal. My commission expires: 2/25/2018.

DEBRA J. BENNETT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024031159
MY COMMISSION EXPIRES SEPT. 25, 2018

[Signature]
Notary Public

Exhibit A - Description of the Real Estate

Parcel 1 through 20, inclusive,
Solitude Colorado Rural Site Plan,
Douglas County, Colorado; and

Tracts G, I, J and M,
Solitude Colorado Rural Site Plan,
Douglas County, Colorado; and

Use and maintenance obligations of the "Emergency, Railroad, Ranch, Utility, Drainage,
Metro District and H.O.A. Access" easement as shown on the
Solitude Colorado Rural Site Plan,
Douglas County, Colorado.

Exhibit A-1 – Description of Annexable Property

Parcel 21 through 64, inclusive
Solitude Colorado Rural Site Plan,
Douglas County, Colorado; and

Tracts A, C, D, E, F, H, K, L, O, and P,
Solitude Colorado Rural Site Plan,
Douglas County, Colorado, and

Such additional real property adjacent to the Community or the Plat or in the area, as the Declarant determines and the Owner of that real property consents.

Exhibit B – Title Exceptions

1. THE RECORDED PLAT OF SOLITUDE COLORADO RURAL SITE PLAN RECORDED JANUARY 13, 2005 UNDER RECEPTION NO. 2005004587. NOTE: CORRECTION CERTIFICATE RECORDED APRIL 23, 2007 UNDER RECEPTION NO.2007031677.
2. UNITED STATES PATENT RECORDED JULY 11, 1889 IN BOOK P AT PAGE 384.
3. BLUNT DITCH AS EVIDENCED BY STATEMENT RECORDED DECEMBER 6, 1894 IN BOOK 5 AT PAGE 400.
4. INCLUSION IN THE WEST PLUM CREEK SOIL EROSION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 16, 1942, IN BOOK 96 AT PAGE 166.
5. MINERAL RIGHTS AS RESERVED IN DEED RECORDED OCTOBER 9, 1970 IN BOOK 210 AT PAGE 200, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
6. INCLUSION OF SUBJECT PROPERTY IN THE WEST DOUGLAS COUNTY FIRE PROTECTIONS DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 21, 1980, IN BOOK 387 AT PAGE 523 AND INSTRUMENT RECORDED MAY 19, 1980 IN BOOK 387 AT PAGE 779.
7. LEASE AS SHOWN BY MEMORANDUM OF LEASE RECORDED MAY 15, 1987, IN BOOK 721 AT PAGE 46, AS AMENDED BY INSTRUMENT RECORDED MAY 21, 1990 IN BOOK 912 AT PAGE 1045.
8. ALL RESERVED MINERALS INCLUDING BUT NOT LIMITED TO OIL, GAS, ASSOCIATED HYDROCARBONS, COAL, PRECIOUS AND BASE METALS AND NON-METALLIC SOLID MIENRALS, AND SAND, GRAVEL, BUILDING STONE, INCLUDING MINERALS REMOVABLE BY SURFACE OR OPEN PIT MINING, UNDERGROUND MINING, IN SITU METHODS OR HEAVY LEACHING, AS RESERVED UNTO IN DEED RECORDED NOVEMBER 19, 1996 IN BOOK 1387 AT PAGE 1686.
9. JUDGMENT AND DECREE RECORDED NOVEMBER 09, 1999 IN BOOK 1776 AT PAGE 165.
10. AGREEMENT RECORDED MARCH 06, 2000 IN BOOK 1816 AT PAGE 1700.
11. GRANT OF EASEMENT RECORDED JUNE 15, 2000 IN BOOK 1857 AT PAGE 1344.
12. GRANT OF EASEMENT RECORDED JUNE 15, 2000 IN BOOK 1857 AT PAGE 1351.
13. MEMORANDUM OF CONTRACT RECORDED JUNE 15, 2000 IN BOOK 1857 AT PAGE 1361.
14. INCLUSION OF SUBJECT PROPERTY IN THESOLITUDE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 05, 2002, UNDER RECEPTION NO. 2002132566.
15. THIS DECLARATION.
16. EASEMENT RECORDED OCTOBER 02, 2008, UNDER RECEPTION NO. 2008067313.
17. WATER AND WATER RIGHTS AS CONVEYED BY THE DEED RECORDED APRIL 7, 2009 UNDER RECEPTION NO. 2009024817.
18. SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2009 AT RECEPTION NO. 2009101483.
19. DISCLOSURE STATEMENT RECORDED OCTOBER 01, 2014 AT RECEPTION NO. 2014056795.
20. RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, RECORDED JANUARY 11, 2017 UNDER RECEPTION NO. 2017002197.
21. OTHER DOCUMENTS OF RECORD.

Exhibit C -- Allocated Interests

	Parcel	Current Common Expense Allocation	Vote Allocation
1	1	1/20	1
2	2	1/20	1
3	3	1/20	1
4	4	1/20	1
5	5	1/20	1
6	6	1/20	1
7	7	1/20	1
8	8	1/20	1
9	9	1/20	1
10	10	1/20	1
11	11	1/20	1
12	12	1/20	1
13	13	1/20	1
14	14	1/20	1
15	15	1/20	1
16	16	1/20	1
17	17	1/20	1
18	18	1/20	1
19	19	1/20	1
20	20	1/20	1
Totals	20	1	20

Exhibit D - Common Areas

Tracts G, I, J and M,
Solitude Colorado Rural Site Plan,
Douglas County, Colorado;

Use and maintenance obligations of the "Emergency, Railroad, Ranch, Utility, Drainage,
Metro District and H.O.A. Access" easement as shown on the
Solitude Colorado Rural Site Plan;
Douglas County, Colorado; and

Access, drainage and utility easements, according to the Solitude Rural Site Plan, and
any amendments or supplements of record, or such other access, drainage, utility or
other easements as may now serve or subsequently be established to serve the
Community.

Exhibit E - Real property that may become Common Areas

Tracts A, C, D, E, F, H, K, L, O, and P,
Solitude Colorado Rural Site Plan,
Douglas County, Colorado.

And, such other adjacent real property or real property in the area, as Declarant may determine and the owner approves of and consents to.

Exhibit F – Limited Common Areas.

None.

Exhibit G – Real Property that may become Limited Common Areas.

All or part of:
Tracts A, C, D, E, F, G, H, I, J, K, L, M, O and P,
Solitude Colorado Rural Site Plan,
Douglas County, Colorado.

And, such other adjacent real property or real property in the areas, as Declarant may determine and owner approves of and consents to.

Lender Consent and Subordination

This Lender Consent and Subordination (this "Subordination") is made this ____ day of _____, 20__ by _____ as a "Lender" with a loan secured by a deed of trust on the property described in the Declaration. Lender is the beneficiary under a deed of trust and other loan documents, which deed of trust is recorded or will be recorded in the real property records of Douglas County, State of Colorado (the "Deed of Trust"). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lender consents to the Declaration and agrees that the Deed of Trust and all of Lender's rights are and will be subject and subordinate to the Declaration.

_____ *WA*

By: _____
 Name: _____
 Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__ by _____ of _____.

 Notary Public in and for the State of _____

Notary Name Printed: _____

My Commission Expires:

Additional Consents

THE UNDERSIGNED, has/have reviewed, approved and consent to Declaration for The Keep ("Declaration").

Cherokee Koelbel, LLC, a Colorado limited liability company
By: Koelbel and Company, a Colorado corporation, its manager

By: [Signature]
Authorized Agent of Koelbel and Company

STATE OF COLORADO)
CITY AND COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 29 day of August, 2018, by THOMAS E WHITE, as authorized agent of Koelbel and Company, Manager of Koelbel, LLC. Witness my hand and official seal. My commission expires: 9/25/2018.

DEBRA J. BENNETT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024031159
MY COMMISSION EXPIRES SEPT. 25, 2018

[Signature]
Notary Public

The Keep Wetlands, LLC, a Colorado Limited Liability Company
By: Koelbel and Company, a Colorado corporation, its manager

By: [Signature]
Authorized Agent of Koelbel and Company

STATE OF COLORADO)
CITY AND COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 29 day of August, 2018, by THOMAS E WHITE, as authorized agent of Koelbel and Company, Manager of Koelbel, LLC. Witness my hand and official seal. My commission expires: 9/25/2018

DEBRA J. BENNETT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024031159
MY COMMISSION EXPIRES SEPT. 25, 2018

[Signature]
Notary Public

Approval of New Documents for THE KEEP and Proxy

The undersigned is/are the owners ("Owner") of the following:

Parcel 5 OF RECORD, Solitude Colorado Rural Site Plan, Douglas County, Colorado

Owner's Parcel is subject to the recorded declaration of covenants, conditions and restrictions for Solitude Colorado as recorded with the Douglas County Clerk and Recorder on January 13, 2005 at Reception No. 2005004589 and any recorded amendments or supplements ("Solitude Colorado Declaration").

Owner has reviewed and approved:

- A new Declaration for the Keep ("Declaration") – to which this Approval of New Documents for THE KEEP and Proxy may be attached
- A Termination Declaration for the Solitude Colorado Declaration and a Termination Agreement – to which this Approval of New Documents for THE KEEP and Proxy may be attached
- New bylaws of THE KEEP Homeowners Association, Inc.

Owner acknowledges and understands:

- That their Parcel will be bound by the Declaration, once that Declaration is approved by other owners and recorded
- Once the Termination Declaration for the Solitude Colorado Declaration and a Termination Agreement is approved by other owners and recorded the Solitude Colorado Declaration is gone and terminated
- That the new bylaws of THE KEEP Homeowners Association, Inc. will be effective once approved by other owners

The Owner represents themselves/itself to be an Owner and member in good standing of the Association and appoints our/its proxy to: _____ [insert Proxyholder's Name - please print] or to the President of the Association (Keith Neale - if the above is left blank), to vote on all matters that may be voted upon by the undersigned at the 2018 Annual Meeting, with all the powers that I/we would possess if present in person.

THE KEEP, LLC
[Signature]
Owner BY: Koebel and Company Owner _____

STATE OF COLORADO)
COUNTY OF Denver)
Subscribed and sworn to before me by KEITH L NEALE AS VP of Koebel and Company, MGR of THE KEEP, LLC, on this 29th day of AUGUST, 2018. Witness my hand and seal. My commission expires: 9/25/2018

[Signature]
Notary Public

DEBRA J. BENNETT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024031159
MY COMMISSION EXPIRES SEPT. 25, 2018

STATE OF COLORADO)
COUNTY OF _____)
Subscribed and sworn to before me by _____, on this _____ day of _____, 2018. Witness my hand and seal. My commission expires: _____

Notary Public

Approval of New Documents for THE KEEP and Proxy

The undersigned is/are the owners ("Owner") of the following:

Parcel 5, Solitude Colorado Rural Site Plan, Douglas County, Colorado

Owner's Parcel is subject to the recorded declaration of covenants, conditions and restrictions for Solitude Colorado as recorded with the Douglas County Clerk and Recorder on January 13, 2005 at Reception No. 2005004589 and any recorded amendments or supplements ("Solitude Colorado Declaration").

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- New bylaws of THE KEEP Homeowners Association, Inc.

Owner acknowledges and understands:

- That their Parcel will be bound by the Declaration, once that Declaration is approved by other owners and recorded
- Once the Termination Declaration for the Solitude Colorado Declaration and a Termination Agreement is approved by other owners and recorded the Solitude Colorado Declaration is gone and terminated
- That the new bylaws of THE KEEP Homeowners Association, Inc. will be effective once approved by other owners

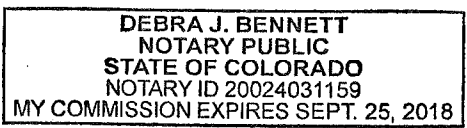
~~The Owner represents themselves/itself to be an Owner and member in good standing of the Association and appoints our/its proxy to: _____ [insert Proxyholder's Name - please print] or to the President of the Association (Keith Neale - if the above is left blank), to vote on all matters that may be voted upon by the undersigned at the 2018 Annual Meeting, with all the powers that we would possess if present in person.~~

~~KIRANA LLC, A COLORADO LIMITED LIABILITY COMPANY~~
~~Sasha Galbraith~~

Owner By SASHA GALBRAITH Owner _____

STATE OF COLORADO)
 COUNTY OF Denver)
 Subscribed and sworn to before me by Sasha Galbraith, on this 24th day of August, 2018. Witness my hand and seal. My commission expires: 9/25/2018

Debra J. Bennett
 Notary Public



STATE OF COLORADO)
 COUNTY OF _____)
 Subscribed and sworn to before me by _____, on this _____ day of _____, 2018. Witness my hand and seal. My commission expires: _____

 Notary Public