

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CINNAMON VILLAGE II

	<u>Page</u>
RECITALS . . . . .	1
SECTION I - Definitions . . . . .	1
1.1 Declaration . . . . .	1
1.2 Declarant . . . . .	1
1.3 Association . . . . .	2
1.4 Board . . . . .	2
1.5 Property . . . . .	2
1.6 Common Area . . . . .	2
1.7 Lot . . . . .	2
1.8 Mortgage . . . . .	2
1.9 Mortgagee . . . . .	2
1.10 First Mortgagee . . . . .	2
1.11 Owner . . . . .	3
1.12 Private Roads . . . . .	3
1.13 Residence . . . . .	3
1.14 Class I Lot . . . . .	3
1.15 Class II Lot . . . . .	3
1.16 Side Yard Fence . . . . .	3
1.17 Side Yard Fence Owner . . . . .	3
1.18 Common Fence . . . . .	3
1.19 Common Fence Owner . . . . .	3
SECTION II - Property Rights in Common Area And on Private Roads . . . . .	3
2.1 Easements of Use, Enjoyment, Ingress and Egress . . . . .	3
2.2 Delegation of Use . . . . .	4
2.3 Conveyance of Common Area . . . . .	4
SECTION III - Membership and Voting Rights In the Association . . . . .	5
3.1 Membership . . . . .	5
3.2 Present Status of Lots . . . . .	5
3.3 Classes of Voting Membership . . . . .	5
3.4 Termination of Class II Voting Membership . . . . .	5
3.5 Owner's Address for Notices . . . . .	5
SECTION IV - Assessments . . . . .	6
4.1 Covenant of Personal Obligation of Assessments . . . . .	6
4.2 Purpose of Assessments . . . . .	6
4.3 Assessment Years . . . . .	7
4.4 Amount of Annual Assessments . . . . .	7
4.5 Determination of Amount of Annual Assessments . . . . .	8
4.6 Special Assessments . . . . .	8
4.7 Reserve for Improvements, Repairs and Replacements . . . . .	9
4.8 Personal Liability of Each Owner . . . . .	9
4.9 Due Dates for Assessment Payments . . . . .	9
4.10 Exemptions . . . . .	9
4.11 Liens for Assessments . . . . .	10
4.12 Effect of Nonpayment of Assessments . . . . .	10
4.13 Successor's Non-Liability for Assessments . . . . .	10
4.14 Certificate of Status of Assessments . . . . .	10
4.15 Subordination of Lien for Assessments . . . . .	11

	<u>Page</u>
4.16 Mortgagees May Pay Assessments and Cure Defaults . . . . .	11
<b>SECTION V - Insurance . . . . .</b>	<b>11</b>
5.1 Owners' Insurance Coverage . . . . .	11
5.2 Association's Duty to Obtain and Maintain Insurance . . . . .	11
5.3 Damage or Losses from Association's Insured Hazards . . . . .	11
5.4 Hazard Insurance on Residences . . . . .	12
5.5 Insurance Premiums . . . . .	12
<b>SECTION VI - Architectural Aesthetics . . . . .</b>	<b>12</b>
6.1 Architectural Controls . . . . .	12
6.2 Standards for Approval . . . . .	13
6.3 Development by Declarant . . . . .	13
6.4 Owners' Duty to Maintain Lots . . . . .	13
6.5 Association's Duty for Landscaping and Snow Removal . . . . .	13
6.6 Address . . . . .	14
<b>SECTION VII - Maintenance by the Association . . . . .</b>	<b>14</b>
7.1 Common Area and Private Road . . . . .	14
7.2 Association's Responsibility for Painting and/or Staining . . . . .	14
7.3 Owner's Negligence . . . . .	14
7.4 Agents . . . . .	15
<b>SECTION VIII - Use Restrictions . . . . .</b>	<b>15</b>
8.1 Compliance with Zoning . . . . .	15
8.2 Conveyance of Lots . . . . .	15
8.3 Declarant's Use . . . . .	15
8.4 Household Pets . . . . .	15
8.5 Signs and Advertising . . . . .	16
8.6 Visible Objects and Window Sun Screening . . . . .	16
8.7 Planting . . . . .	16
8.8 Patios . . . . .	16
8.9 Utilities Within Lots . . . . .	16
8.10 Antennas . . . . .	17
8.11 Use of Common Area . . . . .	17
8.12 Free-Standing Mailboxes . . . . .	17
8.13 Nuisances . . . . .	17
8.14 Refuse . . . . .	17
8.15 Drainage . . . . .	17
8.16 Automobile, Boat and Camper Parking . . . . .	17
8.17 Lighting . . . . .	18
<b>SECTION IX - Fences . . . . .</b>	<b>18</b>
9.1 Side Yard Fences - Repair and Maintenance . . . . .	18
9.2 Common Fences - Repair and Maintenance . . . . .	18
9.3 Negligent or Willful Acts . . . . .	18
9.4 Arbitration . . . . .	18
<b>SECTION X - Parking Spaces . . . . .</b>	<b>19</b>
10.1 Parking Spaces - Easements . . . . .	19
10.2 Covered Parking Spaces . . . . .	19
10.3 Common Parking Areas . . . . .	19

	<u>Page</u>
SECTION XI - Special Exterior Walls and Patio Easements . . .	20
11.1 Special Exterior Walls . . . . .	20
11.2 Patio and Repair Easements . . . . .	20
11.3 Rights of Owner with Respect to Maintenance of Special Exterior Wall . . . . .	20
11.4 Restrictions on Owner of Adjacent Lot . . . . .	20
11.5 Restrictions on Owner with Residence Containing Special Exterior Wall . . . . .	20
SECTION XII - Other Easements . . . . .	21
12.1 Easements Shown on Plat . . . . .	21
12.2 Encroachments upon Lots and Common Areas . . . . .	21
12.3 Utility Easements . . . . .	21
12.4 Underground Electric Service . . . . .	22
12.5 Emergency Easement . . . . .	22
12.6 Maintenance Easement . . . . .	22
12.7 Drainage Easement and Roof Runoff . . . . .	22
12.8 Annexation Easement . . . . .	22
12.9 Private Road Easements . . . . .	23
12.10 Utility Easements . . . . .	23
SECTION XIII - Annexation . . . . .	23
13.1 Annexation by Association . . . . .	23
13.2 Annexations by Declarant . . . . .	23
13.3 Documentation for Annexation . . . . .	23
13.4 New Additions of Common Area . . . . .	23
SECTION XIV - Veterans Administration or Federal Housing Administration Approval Required During Development of the Project . . . . .	24
14.1 Amendments, Dissolutions, Mergers, Deductions, Etc. . . . .	24
14.2 Management Contracts During Declarant's Control . . . . .	24
SECTION XV - Burdens and Benefits of this Declaration . . .	24
15.1 Covenants Running with the Property . . . . .	24
15.2 Binding Upon and Insure to Successors . . . . .	24
SECTION XVI - First Mortgagees' Approval . . . . .	25
16.1 Abandonment, Termination, Amendment, etc. . . . .	25
16.2 Regulations, Architectural Controls, Insurance, etc. . . . .	25
SECTION XVII - Duration and Amendment . . . . .	26
17.1 Duration and Extension . . . . .	26
17.2 Amendment . . . . .	26
SECTION XVIII - Effects of Development Plan, Plats and Other Documents . . . . .	26
18.1 General Information Regarding Development Plan . . . . .	26
18.2 Rights Reserved . . . . .	26
SECTION XIX - Miscellaneous . . . . .	27
19.1 Enforcement . . . . .	27

	<u>Page</u>
19.2 Non-Waiver . . . . .	27
19.3 Severability . . . . .	27
19.4 Number and Gender . . . . .	27
19.5 Captions . . . . .	27
19.6 Conflicts in Legal Documents . . . . .	27
EXHIBIT A . . . . .	29
EXHIBIT B . . . . .	30

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CINNAMON VILLAGE II

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 6th day of November, 1980, by ALPERT CORPORATION, a Colorado corporation (hereinafter "Declarant").

RECITALS

A. Declarant is the owner in fee of all of the real property (the "Property") situated in the County of Arapahoe, State of Colorado, and described on Exhibit A attached hereto and incorporated herein by this reference.

B. Declarant desires to establish on the property an exclusive residential community which is designed to maximize the use of available land and which contains residential dwelling units thereon known as "pin-wheel" cluster homes, with open spaces, private drives, parking areas and walkways, created for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all the residents thereof.

C. Declarant desires to assure the attractiveness of the individual lots and community facilities within the Property; to prevent any future impairment thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; and to provide for the maintenance of said open spaces, private drives, parking areas and walkways. In order to achieve these objectives, Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof and shall run with the Property.

D. In order to preserve, protect and enhance the values and amenities of the Property, and to assure the residents' enjoyment of the rights, privileges and easements granted herein, Declarant has deemed it desirable to create an organization which shall be delegated and assigned the powers of owning, controlling and administering all or various portions of the Property, and also administering and enforcing the covenants and restrictions herein set forth, together with collecting, dispersing and accounting for the assessments and charges herein contemplated. To this end, Declarant has caused to be incorporated under the laws of the State of Colorado a non-profit corporation, Hampden Hills at Aurora Homeowners Association.

SECTION I

Definitions

1.1 Declaration. "Declaration" shall hereinafter mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.2 Declarant. "Declarant" shall hereinafter mean and refer to Alpert Corporation, a Colorado corporation, and its successors and assigns, if such successors or assigns acquire two or more undeveloped Lots from Declarant for the purpose of constructing Residences thereon.



1.3 Association. "Association" shall hereinafter mean and refer to Hampden Hills at Aurora Homeowners Association, a Colorado non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers.

1.4 Board. "Board" shall hereinafter mean and refer to the Board of Directors of the Association.

1.5 Property. "Property" shall hereinafter mean and refer to the real property described on Exhibit A attached hereto, and shall also hereinafter mean and refer to any additional property or properties as may hereafter be annexed to this Declaration pursuant to the provisions of Section XIII and which is designated as "Property" in the recorded instrument for such annexation.

1.6 Common Area. "Common Area" shall hereinafter mean and refer to all of the Property, except for any part thereof which is a Lot as hereinafter defined. Said term shall also hereinafter mean and refer to any additional real property or real properties as may hereafter be annexed to this Declaration pursuant to the provisions of Section XIII and which are designated as "Common Area" in the recorded instrument for such annexation. The term "Common Area" shall include all common parking areas for the use of Owners, their guests and invitees; paths and walkways.

1.7 Lot. "Lot" shall hereinafter mean and refer to any platted lot located within the Property and any additional property or properties as may hereafter be annexed to this Declaration pursuant to the provisions of Section XIII and which is so designated in the recorded instrument for such annexation and shall include any Residence constructed on any such platted Lot.

1.8 Mortgage. "Mortgage" shall mean any mortgage, deed of trust or other document pledging a Lot as security for the payment of a debt or obligation. "Mortgage" shall also hereinafter mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is identified as the seller, whether such contract is recorded or not and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee or by a remote assignee and the land records in the office of the Clerk and Recorder of the County of Arapahoe, Colorado show the said Administrator as having the record title to the Lot.

1.9 Mortgagee. "Mortgagee" shall mean any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns or is secured by a Mortgage. "Mortgagee" shall also mean and refer to the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the office of the Clerk and Recorder of the County of Arapahoe, Colorado show the said Administrator as having the record title to the Lot.

1.10 First Mortgagee. "First Mortgagee" shall hereinafter mean and refer to the Mortgagee under a Mortgage which has priority of record in the office of the Clerk and Recorder of Arapahoe County, Colorado over all other recorded Mortgages. "First Mortgagee" shall also mean and refer to the Administrator of Veterans Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the office of

the Clerk and Recorder of the County of Arapahoe, Colorado show the said Administrator as having the record title to the Lot.

1.11 Owner. "Owner" shall hereinafter mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest (including a contract seller and excluding a contract purchaser) to any Lot; but excluding, however, any such record owner having such an interest therein merely as a Mortgagee. When a person who is an owner conveys or otherwise assigns of record his fee simple title interest to a Lot, then, retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments.

1.12 Private Roads. "Private Roads" shall hereinafter mean and refer to any roads now or hereafter constructed on the Property for the purpose of permitting vehicular traffic between the Lots and from the Lots to public roads.

1.13 Residence. "Residence" shall hereinafter mean and refer to a single-family home or other similar single-family residential unit constructed upon a Lot for the permanent occupancy of an Owner and his or her family.

1.14 Class I Lot. "Class I Lot" shall hereinafter mean and refer to any Lot owned by any Owner other than Declarant.

1.15 Class II Lot. "Class II Lot" shall hereinafter mean and refer to any Lot owned by Declarant.

1.16 Side Yard Fence. "Side Yard Fence" shall hereinafter mean and refer to any fence erected as a part of the original construction, or as a subsequent replacement therefor, which connects two Residences and which on one side faces Common Area or an open area and on the other side faces the side or back yard of one of the Residences to which it is connected.

1.17 Side Yard Fence Owner. "Side Yard Fence Owner" shall hereinafter mean and refer to the Owner of a Residence whose side or back yard faces a Side Yard Fence.

1.18 Common Fence. "Common Fence" shall hereinafter mean and refer to any fence (other than a Side Yard Fence) erected as part of the original construction, or as a subsequent replacement therefor, which is appurtenant to two or more Residences.

1.19 Common Fence Owner. "Common Fence Owner" shall hereinafter mean and refer to an Owner of a Residence appurtenant to which is a Common Fence.

## SECTION II

### Property Rights in Common Area And on Private Roads

2.1 Easements of Use, Enjoyment, Ingress and Egress. Every Owner shall have, in conjunction with all other Owners, a right and easement of enjoyment in and to the Common Area and a right and easement of ingress and egress upon and across the Common Area and Private Roads for the purpose of getting to and from such Owner's Lot, which rights and easements shall be appurtenant to and pass with the conveyance of the title to the Owner's Lot

and Residence; provided, however, that such rights and easements shall be subject to the following:

2.1.1 The covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration and contained in the plat of the Property recorded in the office of the Clerk and Recorder of Arapahoe County; and

2.1.2 The right of the Association to suspend the rights of any Owner to use any recreational facilities which are a part of the Common Area for any period during which any Association assessment against such Owner or against such Owner's Lot remains unpaid, and to temporarily suspend the rights of any Owner to use such facilities in the event of the failure by such Owner to comply with any reasonable regulation of the Association governing the use of the Common Area; and

2.1.3 The right of the Association to dedicate or otherwise transfer, convey, or assign all or any part of the Common Area, or grant easements or any other interest therein or any facility located thereon, to any public agency, public authority or utility company for such purposes and subject to such conditions as may be agreed to in the instrument or instruments evidencing such dedication or transfer, conveyance or assignment; provided, however, that any such dedication or transfer, conveyance or assignment shall require the approval of at least two-thirds (2/3) of each Class of voting membership of the Association in attendance, in person or by proxy, at a meeting duly called for such purposes, such approval to be reflected in an instrument recorded with the Clerk and Recorder of Arapahoe County, Colorado.

2.1.4 The right of the Association to adopt, from time to time, rules and regulations concerning pedestrians and vehicular traffic and travel upon, in, under and across the Common Area and Private Roads; and

2.1.5 The right of the Association to adopt, from time to time, reasonable rules and regulations concerning use of the Common Area as the Association may determine as necessary or prudent.

2.1.6 The right of the Association to assign specific parking spaces or areas for the exclusive use of the Owners of particular Lots.

2.2 Delegation of Use. Every Owner shall have the right, subject to reasonable rules and regulations promulgated by the Association, to extend the rights and easements of use and enjoyment vested in such Owner herein to each of such Owner's occupants and to each member of such Owner's family who resides with such Owner within the Property and such other persons as may be permitted by the Association.

2.3 Conveyance of Common Area. Declarant shall convey fee simple title to the Common Area within the Property to the Association prior to the first closing of the sale of a Lot within the Property, free and clear of encumbrances except easements, reservations and restrictions of record, this Declaration and general real estate taxes for the year of the conveyance.



## SECTION III

Membership and Voting Rights  
In the Association

3.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from fee simple title ownership of such Lot.

3.2 Present Status of Lots. As of the date of execution of this Declaration, all Lots are Class II Lots, and Declarant is the Owner of all Lots in the Property.

3.3 Classes of Voting Membership. Subject to Paragraph 3.4, the Association shall have two classes of Voting Membership whose voting rights shall be as follows:

3.3.1 The first class of Voting Membership shall be known as "Class I Voting Membership" and shall be comprised of all Owners of Class I Lots. Each Class I Lot shall be entitled to one (1) vote. Whenever more than one person is an Owner of a particular Class I Lot, all of the Owners of such Class I Lot shall be members of the Association and the vote applicable to such Class I Lot shall be exercised as such Owners may among themselves determine, but in no event shall more than one vote be cast with respect to each Class I Lot; and

3.3.2 The second class of Voting Membership shall be known as "Class II Voting Membership" and Declarant shall be the sole Class II member. The Declarant shall be entitled to three (3) votes for each Class II Lot owned.

3.4 Termination of Class II Voting Membership. Upon the earliest happening of any of the events set forth below in Paragraphs 3.4.1, 3.4.2 or 3.4.3 (whichever first occurs) the Association shall thereafter have one class of Voting Membership which shall be Class I Voting Membership. Subsequent to such event, all Owners, including Declarant, shall be entitled to one vote for each Lot owned. Such events are:

3.4.1 When the total votes outstanding in the Class I Voting Membership equal the total votes outstanding in the Class II Voting Membership; or

3.4.2 On such date as shall be six (6) years after the date of the recording of this Declaration in the office of the Clerk and Recorder of Arapahoe County, Colorado; or

3.4.3 On such date as Declarant shall voluntarily relinquish its Class II Voting Membership.

3.5 Owner's Address for Notices. Unless an Owner shall have notified the Association by first class, registered or certified mail of a different address, any notice required to be given, or otherwise given, by the Association under this Declaration to any Owner may be mailed to such Owner in a postage prepaid envelope and mailed by first class, registered or certified mail to the address of the Lot shown upon the Association's records as being owned by such Owner. A notice in accordance with the foregoing will be deemed to have been given by the Association on the date that it is mailed.

## SECTION IV

Assessments

4.1 Covenant of Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and every Owner, by acceptance of the deed or other instrument of conveyance thereof (whether or not it shall be so expressed in such deed or other instrument of conveyance), is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) annual assessments and (b) special assessments applicable to such Lot; such assessments to be established and collected as hereinafter provided. No Owner may Waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Area or by abandonment or leasing of such Owner's Lot. Both annual and special assessments must be fixed at a uniform rate for all Class I Lots and all Class II Lots and may be collected on a monthly basis; provided, however, the annual and special assessments on each Class II Lot shall (until such time as the certificate of occupancy is issued by the appropriate governmental authority for such Lot) be fixed at twenty-five percent (25%) of the assessment rate on a Class I Lot. If the annual and special assessments levied by the Association shall not be sufficient in amount to allow the Association to reasonably maintain the Common Area in a good, clean, attractive and sanitary condition, order and repair, then upon written notice received from the Association, Declarant shall be responsible for the payment (within 45 days after receipt of such written notice) of such additional amount or amounts as may be necessary to so maintain the Common Area; provided, however, that the foregoing shall not be interpreted to require Declarant to pay more in such additional amount or amounts than it would have paid had Declarant not been subject to an assessment rate of twenty-five (25%) of that rate applicable to the other Owners or to require Declarant to establish, or to pay over to the Association to establish, reserves or reserve accounts for such maintenance of the Common Area; and provided further, however, that the foregoing covenant of Declarant to be responsible for the payment of such additional amount or amounts shall automatically terminate, expire and become null and void one year after the Class II Voting Membership has terminated in accordance with the provisions of Paragraph 3.4.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, convenience and general welfare of the Owners, including the improvement and maintenance of the Common Area. Proper uses of the assessments levied by the Association shall include, but are not limited to, the expenditures of funds for taxes, fees, expenses, charges, levies, premiums, expenditures or other costs incurred by the Association for:

- (a) Repairing, replacing, insuring and maintaining the Common Area and improvements thereon, including the walkways and the Common Parking Areas;
- (b) Installation, maintenance and repair of Private Roads and underground utilities upon, across, over and under any part of the Common Area;
- (c) Installation, maintenance and repair of asphalt paving, curbs, gutters and drainage swales on any Private Roads located in the Property;
- (d) Installation, maintenance and repair of paths and walkways;

(e) Garbage and trash pickup and water and sewer service furnished to the Common Area or to Lots by the Association;

(f) Providing services to the Common Area such as mowing grass, caring for the grounds and sprinkling and irrigation system, landscaping, trees, shrubs, grass, walkways and pathways;

(g) Providing services to those portions of each Lot identified as the "Common Area Easements" on Exhibit B attached hereto in accordance with the provisions of Paragraph 6.5;

(h) Repair and maintenance of all common parking areas as hereinafter described;

(i) Carrying out the powers and duties of the Association;

(j) If individual meters are not installed, to provide a water service to any Residences utilizing a master meter for water, the cost thereof to be prorated on an equitable basis among the users thereof;

(k) Providing for the repair, maintenance and replacement of the roofs, gutters and downspouts of the Residences and for the exterior painting and/or staining of the exterior surfaces of the Residences;

(l) Providing for the establishment of an adequate reserve fund for the maintenance, repair and replacement of portions of the Common Area on a periodic or "as needed" basis, which reserve fund shall be a part of the regular monthly assessments;

(m) Any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for repair, maintenance, taxes and the other uses specified above;

(n) Obtaining and maintaining insurance covering the Common Area and the Association in accordance with the provisions of Section V hereof.

4.3 Assessment Years. The first assessment year for the levying of the Association's annual assessments shall commence upon the first day of the month immediately following the date of the recording with the Clerk and Recorder of Arapahoe County of the Declarant's first conveyance of the Common Area to the Association (provided, however, that if the date of recording of such conveyance of the Common Area shall be on the first day of a month, then such date shall be the commencement date for the first assessment year) and shall continue thereafter until the following 31st of December. Subsequent assessment years shall thereafter commence on the first day of January and continue until the following 31st of December.

4.4 Amount of Annual Assessments. The maximum annual assessment for each Lot for the first assessment year shall be the amount of \$465.00, plus a prorated portion of water, sewer or other utility charges if the Residence on such Lot utilizes a master meter or other similar master measuring device. Commencing with the second assessment year and thereafter, the annual assessments against all Lots shall be based upon the Association's advance budget of the cash requirements needed by it to provide for



the administration and performance of its duties during such assessment year, which estimates may include, among other things:

- (a) Expenses of management;
- (b) Taxes and special assessments on the Common Area;
- (c) Premiums for all insurance which the Association is required or permitted to maintain under this Declaration;
- (d) Common lighting, heating and other utility charges, water charges, trash collection;
- (e) Repairs and maintenance;
- (f) Wages for Association employees;
- (g) Legal and accounting fees;
- (h) Any deficit remaining from a previous assessment year;
- (i) The creation of reasonable contingency reserves, surpluses and sinking funds; and
- (j) Any other costs, expenses and fees which may be incurred or may reasonably be expected to be incurred by the Association by reason of this Declaration.

#### 4.5 Determination of Amount of Annual Assessments.

The Board shall determine and assess the Association's annual assessments, which determination and assessment may be made by the Board either with or without the vote of the members of the Association; provided, however, that annual assessments may not be increased more than five percent (5%) over the amount of the annual assessment for the prior assessment year without the approval of two-thirds (2/3) of each Class of Voting Membership, voting in person or by proxy, at a meeting duly called for this purpose. If the Board shall resolve to determine and assess annual assessments which are not more than five percent (5%) over the amount of the annual assessment for the prior assessment year, then the Board may do so and shall give written notice thereof to all Owners subject thereto not less than thirty (30) days nor more than sixty (60) days in advance of the commencement date for such modified annual assessments. If the Board shall resolve to seek approval of the members to assess annual assessments which are more than five percent (5%) over the amount of the annual assessment for the prior assessment year, then written notice of any meeting of the members of the Association called for the purpose of obtaining such approval shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each Class of Voting Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Special Assessments. Generally, in addition to the annual assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purposes of defraying, in whole or in part, the



costs, fees and expenses of any construction, reconstruction, repair, demolishing, replacement or maintenance of any capital improvement on the Common Area, specifically including any fixtures, personal property and other improvements related thereto and repair and maintenance of Private Roads within the Property, if any, provided, however, that any such special assessment shall be approved by at least sixty-six and two-thirds percent (66-2/3%) of each Class of Voting Membership of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose. If the Board shall resolve to seek approval of the members to assess a special assessment, then written notice of any meeting of the members of the Association called for the purpose of obtaining such approval shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of each Class of Voting Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

4.7 Reserve for Improvements, Repairs and Replacements. As a part of any annual or special assessments described aforesaid, the Association may establish in any assessment year a reserve fund for the maintenance, repair and replacement of the Common Area and Private Roads within the Property and any improvements thereon, if any, or for the future construction or improvement thereon, and for the exterior painting and/or staining of the exteriors of the Residences as described in Paragraph 7.2. Any funds so collected shall be designated by the Board as capital contributions by the members of the Association and shall be separated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

4.8 Personal Liability of Each Owner. The Owner of each Lot shall be personally liable for each assessment which is assessed against such Owner's Lot, and in case of multiple ownership of a Lot, each such Owner shall be jointly and severally liable personally for each assessment.

4.9 Due Dates for Assessment Payments. Unless otherwise determined by the Board, the annual assessments and any special assessments which are to be paid in monthly installments shall be paid monthly, in advance, and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such assessment shall not be paid within fifteen (15) days after it shall have become due and payable, then the Board may assess a "late charge" thereon in an amount not exceeding Twenty-Five Dollars (\$25.00) to cover the extra expenses involved in handling delinquent assessment payments. Further, all such delinquent assessments shall bear interest as hereafter provided.

4.10 Exemptions. The following property subject to this Declaration shall be exempt from the annual and special assessments created herein:

(a) All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Colorado; provided, however, that none of such properties which are devoted to residential dwelling use shall be exempt from such assessments; and

(b) The Common Area.

**4.11 Liens for Assessments.** The annual and special assessments provided for in this Section IV (together with any and all interest, costs, late charges, expenses and reasonable attorneys' fees which may arise under this Section IV), shall also be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply and shall also be the personal obligation of each Owner of such Lot. To evidence and perfect such lien upon a specific Lot and Residence, the Board may prepare a written lien notice setting forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof and any and all other information that the Board may deem proper. The lien notice shall be signed by the President or a Vice President of the Association or such other person as may be so authorized by the Board whose signature shall be attested by the Secretary or an Assistant Secretary of the Association, and may be recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado.

**4.12 Effect of Nonpayment of Assessments.** If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid within thirty (30) days after the same becomes due and payable, then in any of such events interest shall accrue at the rate of six percent (6%) per annum from the due date on any amount thereof which was not paid within such thirty (30) day period. The Association shall, within a reasonable time after perfecting its lien as described in Paragraph 4.11 above, if such assessments remain unpaid, thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and shall also proceed, if it desires, to foreclose its lien against the specific Lot in the manner and form provided by Colorado for foreclosure of mortgages in and through the courts. In the event that any such assessment is not paid in full when due and the Association shall commence such an action (or shall counterclaim or cross-claim in any such action) against any Owner personally obligated to pay the same or shall proceed to foreclosure its lien against the specific Lot, then the late charges under Paragraph 4.9, the Association's costs, expenses, reasonable attorneys' fees incurred 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 foreclosure proceedings shall be taxed by the court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey or otherwise deal with the same.

**4.13 Successor's Non-Liability for Assessments.** The personal obligation for delinquent assessments, interest, late charges, costs, expenses and attorneys' fees against a Lot shall not pass to an Owner's successors in title unless expressly assumed by them.

**4.14 Certificate of Status of Assessments.** Upon request in writing by any person and payment of a reasonable charge



therefor, the Association shall furnish within fourteen (14) days after such request is received a certificate setting forth the amount of any unpaid assessments, interest, late charges, costs, expenses and attorneys' fees then existing against a specific Lot, the amount of the current annual assessments and the date that the next monthly assessment is due and payable, and the amount of any special assessments then existing against the Lot and the date of the payment or payments thereof. Upon the issuance of such a certificate signed by an officer of the Association, the information contained therein shall be conclusive upon the Association.

4.15 Subordination of Lien for Assessments. Notwithstanding anything contained in this Section IV, any Mortgagee or other person who shall come into possession of a Lot pursuant to remedies provided in its Mortgage, whether through foreclosure of its Mortgage or the taking of a deed in lieu of foreclosure, shall take the Lot free of any claims for unpaid assessments or charges which accrue prior to the time the Mortgagee or other person comes into possession of said Lot.

4.16 Mortgagees May Pay Assessments and Cure Defaults. Provided that a Mortgagee has, in writing, requested the following information with respect to a Lot upon which the Mortgagee holds a Mortgage and has furnished the Association with the address to which the Mortgagee requests that the information be sent, then if any assessment on such Lot shall not be paid by the Owner thereof within sixty (60) days after the same is due, or if a default by the Owner thereof of any provision of this Declaration shall not be cured within sixty (60) days after written notice thereof is given to such Owner, then the Association shall thereafter send a notice thereof to such Mortgagee and may (but shall not be required to) send a notice thereof to any other Mortgagee thereof. Any Mortgagee may (but shall not be required to) pay such assessment, together with any other amounts secured by the Association's lien created by this Section IV, and may (but shall not be required to) cure any such default.

4.17 Homestead. The lien of any Association assessments, interest, late charges, costs, expenses and attorneys' fees under this Section IV shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or federal law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien.

## SECTION V

### Insurance

5.1 Owners' Insurance Coverage. Any Owner may, if such Owner so desires and at the Owner's sole expense, carry any and all insurance coverage the Owner deems advisable.

5.2 Association's Duty to Obtain and Maintain Insurance. The Association shall obtain and maintain in force at all times a broad form public liability insurance policy, or similar substitute, covering the Common Area, Private Roads and the acts of the Association and its agents. Such insurance may include coverage against vandalism and the Association may maintain any and all other insurance coverage as the Board may deem advisable. Such insurance coverage may be written in the name of the Association.

5.3 Damage or Losses from Association's Insured Hazards. In the event of loss, damage or destruction by fire or other casualty to any property covered by insurance written in the

name of the Association or for which the Association is named as co-insured, the Board shall, upon receipt of the insurance proceeds, contract to repair, reconstruct or rebuild any damaged or destroyed portions of the Common Area to as good condition as formerly existed. All insurance proceeds received by the Association shall be deposited in a bank, savings and loan association or other financial institution with the proviso agreed to by said bank or association or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board. The Board or, if it shall be agreed to by the Board, the insurance company or companies providing insurance proceeds, shall advertise for sealed bids from any licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed Common Area.

5.4 Hazard Insurance on Residences. Upon the approval of at least two-thirds (2/3) of the votes of each Class of Voting Membership, the Association shall have the right to obtain from an insurance carrier acceptable to the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and to the Administrator of Veterans Affairs or to the Federal Housing Administration of the U.S. Department of Housing and Urban Development, hazard insurance on all of the Residences in the form of a "master" or "blanket" policy of property insurance insuring all of the Residences, which shall include any fixtures or equipment within a Residence which are normally financed under a Mortgage. The policy contract and forms for such master or blanket policy shall not provide that contributions or assessments may be made against any Mortgagee or become a lien on any Lot or Residence superior to the lien of the Mortgagee. In addition to such master or blanket policy, an Owner (at such Owner's sole expense) shall have the right to obtain additional hazard insurance insuring only such Owner's Residence, including any fixtures and equipment located therein.

5.5 Insurance Premiums. Except as otherwise set forth in this Section V, insurance premiums for the above provided insurance shall be a common expense to be included as a part of the annual assessments levied by the Association. Such payments shall be held in a separate trust account of the Association and used solely for the payment of the premiums for insurance hereinabove provided for as such premiums become due. Mortgagees shall have the right, jointly or severally, to pay all overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of such a policy, for the Common Area (including common facilities located thereon) and any such Mortgagee making such payment shall be owed immediate reimbursement therefor from the Association.

## SECTION VI

### Architectural Aesthetics

6.1 Architectural Controls. In order to maintain the architectural aesthetics of the Property, no improvements, buildings or other structures, and no fences (including Side Yard Fences and Common Fences), walls, patios, planters or other similar items which will be visible from the exterior shall be commenced, constructed, erected, altered (specifically including the altering of the exterior of any Residence), remodeled or maintained upon a Lot, nor shall any exterior addition, change or alteration thereon be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location



in relation to surrounding structures and topography by, the Board or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event the Board, or the Architectural Review Committee if one then exists, fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

6.2 Standards for Approval. Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures; relation of the proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of the neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Board or to the Architectural Review Committee to comply therewith. If the work contemplated by any such plans and specifications shall require a building permit or other permit under local building codes, then a copy of any and all such permits shall be submitted to the Board or Architectural Review Committee within ten days after the same is issued.

6.3 Development by Declarant. The provisions of this Section VI shall not apply to Declarant, nor to Declarant's development of the Common Area, Lots, Residences, Side Yard Fences and Common Fences.

6.4 Owners' Duty to Maintain Lots. It shall be the duty of the Owners of each Lot to maintain, repair and restore in a proper manner the Residence and all other improvements on his Lot (excluding the painting or staining of the exterior of the Residence, and excluding the repair, maintenance and replacement of roofs, gutters and downspouts), including the repair of the exterior of such Owner's Residence, the maintenance, repair and replacement of windows, glass and screened surfaces of such Owner's Residence, and the repair and replacement of all sidewalks within such Owner's Lot. In the event that the Owner of any Lot shall fail to maintain such Owner's Lot, Residence or any other improvements situated thereon in accordance with such Owner's duties and responsibilities as set forth in this Declaration, the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon such Lot and to perform the same, and the cost thereof shall be added to and become part of the assessment to which such Lot is subject.

6.5 Association's Duty for Landscaping and Snow Removal. Notwithstanding the provisions of Paragraph 6.4, in order to assure an attractive development the Association shall be responsible for maintaining in a proper manner all grass, trees, shrubbery, flowers and similar landscaping on the portion of each Lot as is outside the fences (as such fences are initially erected by Declarant as a part of the original construction of the Project, or as subsequent replacements thereof) and outside the front building surfaces of the Residence on such Lot and for all snow removal, as reasonably needed, from the front sidewalks and front stoops of each Residence. The portion of each Lot upon which the Association is to perform such landscaping maintenance and snow removal is identified as the "Common Area Easement" on Exhibit B attached hereto.

6.6 Address. Unless otherwise changed by the Board or by the Architectural Review Committee by due notice thereof given to the Owners, all plans and specifications required under Paragraph 6.1 shall be submitted in person or by registered or certified mail to the Association at its principal office and delivered to the attention of the Architectural Review Committee, or such other address as may be designated by the Board or the Architectural Review Committee by written notice mailed to all Owners.

## SECTION VII

### Maintenance by the Association

7.1 Common Area and Private Road. The Association shall, as authorized and directed by the Board, have full responsibility for and control over: all maintenance, repairing and replacing of the Common Area, specifically including without limiting the generality of the foregoing, the planting and caring for the grass, trees, shrubbery, flowers and similar landscape items; the installation and maintenance of a sprinkling or other irrigation system; the repairing and maintaining of Common Parking Areas described in Paragraph 10.3 below; the removal of snow, trash, garbage and other refuse; and the maintenance and repair of the Private Roads and any sidewalks, walkways, bicycle paths, curbing and gutters located within the Common Area.

7.2 Association's Responsibility for Painting and/or Staining. The Association shall have the responsibility for repainting and/or restaining the exterior of each of the Residences when, in the judgment of the Board, the same is required and/or desirable. Such repainting and/or restaining shall be accomplished in the following manner:

7.2.1 The repainting and/or restaining of all of the Residences shall be accomplished simultaneously in order to minimize the inconvenience to the Owners and for uniformity of the exteriors of the Residences;

7.2.2 Unless otherwise approved by two-thirds (2/3) vote of the entire membership of the Board, all of the Residences must be repainted and/or restained with the same paint and/or stain and the colors and brands thereof shall be specified by the Board;

7.2.3 Payment for the above-described work shall be through utilization of a reserve as described in Paragraph 4.4 hereof.

No Owner may modify or change the color or texture of the exterior of such Owner's Residence, but such Owner may, if so directed by the Board, repaint or restain portions of such Owner's Residence at such Owner's sole cost and expense provided that such Owner shall utilize the same paint and/or stain as was approved and utilized by the Association as above-described.

7.3 Owner's Negligence. In the event that the need for maintenance, repair or replacement of the Common Area or any Lot, or any portion thereof, or the need for repainting and/or restaining the exterior of a Residence is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests or invitees, then the costs and expenses incurred by the Association for such maintenance, repair or replacement or such repainting and/or restaining shall be a personal obligation of such Owner; and if not repaid to the Association within seven (7) days after the Association shall have given notice to the Owner of the total amount, or



any portions thereof from time to time, of such costs and expenses, then the same shall be added to and become part of the assessments to which such Lot is subject.

7.4 Agents. The Board may hire and delegate to any and all employees, agents, independent contractors or other persons or firms it deems necessary in order to perform its duties and obligations hereunder; provided, however, that such delegation shall not relieve the Association of its duties and responsibilities hereunder.

## SECTION VIII

### Use Restrictions

8.1 Compliance with Zoning. All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner's Residence as a home business office.

8.2 Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration, as it may be amended from time to time.

8.3 Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors and assigns involved in the construction of Residences or in the development of the Property to perform such activities and to maintain during the period of development of the Property, and upon such portion of the Property as Declarant deems necessary, such facilities as may be reasonably required, necessary or incidental to the construction and sale of Residences and to the development of the Property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model units and sales offices; provided, however, that neither Declarant, nor Declarant's employees, agents, independent contractors, successors or assigns nor any of them shall perform any activity or maintain any facility on any portion of the Property in such a way as to unreasonably interfere with or disturb any Owner, or to unreasonably interfere with the use, enjoyment or access of such Owner, such Owner's family members, guests or invitees of and to such Owner's Lot, such Owner's parking areas, any recreational facility existing upon the Common Area and to public ways. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors and assigns involved in the construction of Residences or in the development of the Property may conduct reasonable business activities within Declarant's Lots and the Common Area in connection with its construction of the Residences and development of the Property.

8.4 Household Pets. No animals, livestock, poultry or bees of any kind shall be raised, bred, kept or boarded on the Common Area or any Lot, except that one dog, one cat or one other household pet may be kept on any Lot; provided, that they are not kept, bred, boarded or maintained for any commercial purposes; they are kept in fenced backyards; and if taken outside of any Owner's backyard, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible

for clean-up and removal from the Common Area and any Lot of such pet's excrement.

**8.5 Signs and Advertising.** No signs, advertising, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health, safety or life of any person or which may unreasonably disturb the other Owners. Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon such Owner's Lot and to allow to remain thereon for a reasonable length of time one sign, at any one time, of not more than five square feet, advertising that such Lot is "For Sale" or "For Rent"; provided, however, that the prior approval of the Board or Architectural Review Committee as to the color, size and location of such sign must be obtained before it is placed on such Lot; and further provided, however, that if at the time an Owner desires to place such a sign on such Owner's Lot the Board or Architectural Review Committee is providing "For Sale" or "For Rent" signs for the use of Owners, then such sign as provided by the Board or Architectural Review Committee and no other shall be used. No signs, advertising, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain upon the Common Area, the Side Yard Fences or the Common Fences, unless the prior approval of the Board or Architectural Review Committee shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or Architectural Review Committee, or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object or nuisance. The foregoing provisions of this Paragraph 8.5 shall not apply to any reasonable signs, advertising or billboards of the Declarant in connection with its rental or sale of Residences or otherwise in connection with its development of the Property.

**8.6 Visible Objects and Window Sun Screening.** All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view. All clotheslines shall be confined to fenced yards or patio areas. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.

**8.7 Planting.** Except in any individual fenced yard or patio areas appurtenant to the Residences, no planting or gardening shall be done, and no fences, hedges or walls shall be erected, planted or maintained upon the Common Area, the Side Yard Fences, the Common Fences or upon the Lots except such as are erected, planted or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board or Architectural Review Committee.

**8.8 Patios.** Maintenance, upkeep, repairs and replacement of yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a patio or a Patio Easement Area (described in Section XI) is appurtenant, and shall not in any manner be the responsibility of the Association.

**8.9 Utilities Within Lots.** All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the



ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner's Lot.

8.10 Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio or other communication antennas, aerials or microwave dishes of any type shall be placed, allowed or maintained upon any portion of the Residences, Side Yards Fences, Common Fences or Lots.

8.11 Use of Common Area. There shall be no unreasonable obstruction of the Common Area by any Owner, nor shall anything be kept or stored on any part of the Common Area by any Owner without the approval of the Association. Nothing shall be altered on, constructed in or removed from the Common Area by any Owner without the approval of the Association.

8.12 Free-Standing Mailboxes. No free-standing mailbox shall be erected upon any Residence or Lot unless approved by the Board or Architectural Review Committee.

8.13 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Side Yard Fence, Common Fence or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

8.14 Refuse. All rubbish, trash, garbage and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board or Architectural Review Committee, or the designated representative of either, shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from such Owner's Lot and upon such Owner's failure to so remove, have the right at any reasonable time to enter upon such Lot and to remove any such rubbish, trash, garbage or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be trespass upon the Lot.

8.15 Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefor from the Board or the Architectural Review Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

8.16 Automobile, Boat and Camper Parking. Trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles shall not be kept, placed, stored or maintained upon any Lot or on the Common Area (including the Common Parking Area) or Private Roads in such manner that such vehicle or boat is visible from neighboring Lots or the Common Area or Private Road or any other roads, except that a 3/4-ton (including any camper attached thereto) or smaller truck or van shall be permitted to be kept, placed, parked or stored upon those portions of

the Lots or Common Area as may be designated for such purposes by the Association from time to time. If the Association fails to designate any such areas and it shall have no obligation to do so, no such trucks or vans may be stored or placed on any Lot or Common Area. The provisions of the Paragraph 8.16 shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this Paragraph 8.16 provided that they do not remain within the Lot in excess of the reasonable period of time required to perform such commercial functions.

8.17 Lighting. Each Residence will be provided with a light located on the front of the Residence. The Residence Owner shall be responsible for all of the maintenance, repair, replacement and utility charges for the light.

## SECTION IX

### Fences

9.1 Side Yard Fences - Repair and Maintenance. Each Side Yard Fence Owner shall be responsible for maintaining and repairing such Owner's Side Yard Fence in a manner which is acceptable to the Board or the Architectural Review Committee and shall pay all costs in connection therewith. In the event that any Side Yard Fence Owner fails to meet such duties and obligations, the Association, upon its own initiative or upon request of the Architectural Review Committee, shall have the right after giving thirty (30) days prior written notice to such Side Yard Fence Owner of such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild such Owner's Side Yard Fence and the cost thereof shall be added to and become part of the assessments to which such Lot is subject.

9.2 Common Fences - Repair and Maintenance. The costs of repairing, maintaining and rebuilding Common Fences shall be the responsibility of the Common Fence Owners who make use of such Fences in proportion to each such Owner's use thereof. Furthermore, if any Common Fence Owner shall fail to maintain his Common Fence in a condition which is acceptable to the Board or the Architectural Review Committee, the Association, upon its own initiative or upon the request of the Architectural Review Committee, shall have the right, after giving thirty (30) days' prior written notice to such Common Fence Owner or Owners of such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild any such Common Fence and the cost thereof shall be added to and become part of the assessment to which such Lot is subject.

9.3 Negligent or Willful Acts. Notwithstanding any other provision of this Section IX, any Owner, who by such Owner's negligent or wilful acts causes a Side Yard Fence or Common Fence to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such fence and the cost thereof shall be added to and become part of the assessment to which such Lot is subject.

9.4 Arbitration. In the event of any dispute concerning any Common Fence or any provisions of this Section IX related thereto, other than the rights granted to the Board, the Architectural Review Committee and the Association, each Common Fence Owner shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and a decision with respect thereto shall be made by a majority of all the arbitrators, which



decision shall be binding and may be enforced in any court having jurisdiction in the State of Colorado. The costs of such arbitration shall be paid as directed by such arbitrators.

## SECTION X

### Parking Spaces

10.1 Parking Spaces - Easements. Each Residence shall have a perpetual exclusive easement of one uncovered Parking Space on the Property for the benefit of the Owners of said Residence. The particular parking spaces which shall constitute such easements for the respective Residences on the Property shall be delineated on a parking site map to be recorded with the Clerk and Recorder of Arapahoe County, Colorado, when all of the Residences have been sold by Declarant to a third party or December 31, 1985, whichever first occurs. Upon the recording of such map, the same shall be deemed to be part of and incorporated into this Declaration. Such easements shall run with the land covered by the Lots to which they relate. The provisions of this Paragraph 10.1 and the designation of uncovered parking spaces hereunder shall be subject to re-assignment in accordance with Paragraph 10.2.

10.2 Covered Parking Spaces. The Declarant shall have the right to construct or cause to be constructed covered carports over parking spaces on the Common Parking Areas, such covered parking spaces to be sold to Owners by the Declarant for consideration in addition to the consideration paid for each Residence. Because all of the Owners may not desire to purchase covered parking spaces, Declarant reserves the right to make temporary assignments of covered and uncovered parking spaces and, before the expiration of the time period set forth in Paragraph 10.1 above, to make such reassignments of covered and uncovered parking spaces as Declarant may deem reasonably appropriate. Subsequent to the recording of the map delineating the parking sites as above described, to the extent that Owners shall desire to cover uncovered parking spaces which they own, the Architectural Review Committee shall permit groups of owners to construct or cause to be constructed at their sole cost and expense covered carports over Owners' parking spaces on the Common Parking Areas. Such carports may only be constructed after a group of Owners have received written approval of the plans therefor from the Board or Architectural Review Committee, which entity shall make a determination with respect to the appropriateness and desirability of a particular carport plan in the same manner as is done with respect to any other improvements to be constructed on the Property by an Owner and such carports shall be constructed in groups of such number of connected covered carports as the Board or Architectural Review Committee deems desirable for aesthetic and other reasons. The Owners which are served by a group of covered carports shall be responsible for all maintenance and repair in connection therewith. The Board and/or Architectural Review Committee shall have the right to re-assign uncovered parking spaces on the property from those assigned pursuant to Paragraph 10.1 hereof in order to accommodate groups of Owners who desire to construct covered carports. Such re-assignment shall be made in the discretion of said Board and/or Architectural Review Committee. It is the intention of the Declarant that covered carports be constructed in groups of a minimum of three (3) for aesthetic and other purposes and it is the intention of this Paragraph 10.2 to accommodate and effectuate the same.

10.3 Common Parking Areas. In addition to the parking spaces subject to the aforesaid easements, Declarant will establish non-assigned parking spaces for each Residence on the Property (the "Common Parking Areas"). Such Common Parking Areas

shall be a part of the Common Area and shall be available for use by any person entitled to park within the Property. The Association shall, however, have all rights of ownership with respect to said Common Parking Areas and shall be responsible for the repair and maintenance thereof as more fully set forth in Paragraph 7.1.

## SECTION XI

### Special Exterior Walls and Patio Easements

11.1 Special Exterior Walls. Each Residence shall contain one windowless exterior wall (the "Special Exterior Wall") which shall face an Adjacent Lot ("Adjacent Lot").

11.2 Patio and Repair Easements. Subject to the temporary easements hereinafter described, a perpetual exclusive easement covering the ground area between: (1) a line running the length of the Special Exterior Wall and extending to the sides of each Lot containing the Wall, and (2) the property line of each Adjacent Lot is hereby created for the benefit of the Owner of each such Adjacent Lot. Such easement areas are identified as "4' Patio Easement" on Exhibit B attached hereto and incorporated herein by this reference. All Patio Easements may be used by the Owner of each Adjacent Lot for any purpose consistent with this Declaration. In addition to the Patio Easement, each Owner of a residence shall have an easement on the property surrounding an Adjacent Owner's Residence, whether the same is located on such other Owner's Lot, the perpetual easement above described or the Common Area, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall of a Residence. Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other Owners' Lot, perpetual easement or the Common Area for only such distance as is reasonably required to undertake and perform such repair and maintenance work.

11.3 Rights of Owner with Respect to Maintenance of Special Exterior Wall. The Owner of the Residence containing the Special Exterior Wall shall have the right at all reasonable times to enter the Patio Easement Area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining or restoring the Special Exterior Wall; provided, however, that such access shall be permitted only at reasonable times during daylight hours and with the prior knowledge of the Owner of the Adjacent Lot.

11.4 Restrictions on Owner of Adjacent Lot. The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Special Exterior Wall by its Owner including, but not limited to, refraining from attaching any objects to such Wall, such as wires, trelleses and plantings; defacing the Wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Special Exterior Wall; or using the Wall as a playing surface for any sport.

11.5 Restrictions on Owner with Residence Containing Special Exterior Wall. The Owner of the Residence containing the Special Exterior Wall shall similarly be prohibited from attaching anything to such Wall or from altering it in any way other than painting the Wall in such manner as shall be approved by the Board or the Architectural Review Committee. Additionally, the Owner of such Residence shall not make any openings for windows or otherwise on such Wall and shall take no other action, except as speci-



ficably contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot.

## SECTION XII

### Other Easements

12.1 Easements Shown on Plat. The Property, and all portions thereof, shall be subject to the easements as shown on the plat for the Property recorded on February 19, 1980 in Book 43 at Pages 74 and 75 in the office of the Clerk and Recorder of Arapahoe County, Colorado. Those portions of each Lot lying within the "Common Area Easement" as identified on Exhibit B attached hereto, shall be subject to easements for the benefit of the Association as set forth in Note 2 on Exhibit B. No fence, wall, hedge, patio, barrier or other improvement which interferes with the use and maintenance of any easement shall be erected or maintained along, on, across or within the areas reserved for easements.

12.2 Encroachments upon Lots and Common Areas. The Property and all portions thereof shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance thereof shall exist. There shall exist on the boundaries of each Lot and on all Common Area an easement, for the benefit of all adjacent Lot Owners and the Association, for the erection or replacement of any Side Yard Fence, Common Fence, walkways, paths or other like areas so long as such fence, walkway or path does not interfere with an Owner's reasonable use of his Lot and so long as the upkeep, maintenance and repair of any such fence, path or walkway is and remains the responsibility of the adjacent Lot Owner, or the Association, as the case may be, as if such fence, walkway or path were constructed wholly on such adjacent Owner's Lot, or the Common Area, as the case may be. Such easement, subject to the terms and provisions of this Declaration, shall run with each Lot and be deemed appurtenant thereto.

12.3 Utility Easements. In addition to the easements contained in Paragraph 12.1 and Paragraph 12.2, there is hereby created for the benefit of the Declarant and the Association an easement upon, across, over and under all Common Areas and Private Roads and those portions of each Lot which are within four feet from the boundaries of such Lot for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electrical and a master television antenna system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary equipment on the Common Area and Private Roads within the Property and to affix and maintain electrical and telephone wires, circuits and conduits on, above, across and under boundaries of Lots, the roofs and exterior walls of the Residences and all improvements situated on the Common Area. Notwithstanding anything to the contrary contained in this Paragraph 12.3, no water, sewer, gas, telephone, electrical or antenna lines, systems or facilities may be installed or relocated over, across and on the Lots, Common Area, Private Roads, Side Yard Fences or Common Fences except as initially approved by Declarant, or thereafter as approved by Declarant, the Board or the Architectural Review Committee. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over or under any part or all

of the Common Area, Private Roads, boundaries of Lots, Side Yard Fences or Common Fences of the Property without conflicting with the terms hereof; provided, however, that the right and authority of Declarant to grant such easements shall cease upon the termination of the Class II Voting Membership in accordance with Paragraph 3.4. The easement provided for in this Paragraph 12.3 shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

12.4 Underground Electric Service. In addition to the easements contained in Paragraph 12.1 and Paragraph 12.3, the utility company furnishing the electrical service shall have and is hereby granted a two-foot wide easement within each Lot along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the respective Residence. The foregoing easements for the underground electrical service may be crossed by driveways and walkways provided that prior arrangement with the appropriate utility company furnishing such electrical service has been made. Such easements for the underground electrical service shall be kept clear of all other improvements, including buildings, patios or other pavings (other than crossing walkways or driveways) and no electrical utility company using the easements shall be liable for any damage done by it or its agents or employees to shrubbery, trees, flowers or other improvements of the Owner of the Lot covered by said easement.

12.5 Emergency Easement. An easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon all roads and upon the Property in the performance of their duties; including, but not limited to, the right of police officials to issue parking and traffic tickets for violations occurring within or without the Property.

12.6 Maintenance Easement. An easement is hereby granted to the Association, its officers, agents and employees and to any management companies selected by the Association, upon, across, over and under the Common Area, Private Roads, Lots, Residences, Side Yard Fences and Common Fences to perform any duties of maintenance and repair of the Residences, Common Areas, Private Roads and Common Area Easements (as identified in Exhibit B attached hereto) as provided for in this Declaration.

12.7 Drainage Easement and Roof Runoff. An easement is hereby granted to the Association, its officers, agents and employees to enter upon, across, over and under any Lot for the purpose of changing, correcting or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or Common Area. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise, to protect an Adjacent Owner's Lot or the Common Area from water running off such Owner's roof onto an Adjacent Owner's Lot or onto the Common Area.

12.8 Annexation Easement. Declarant, for itself and its successors and assigns, hereby retains a right and easement of enjoyment in and to the Common Area and Private Roads and a right and easement of ingress and egress upon and across the Common Area and Private Roads for the benefit of any other property or properties which Declarant may annex hereto in accordance with Paragraph 13.2 and for the benefit and use of Declarant, its successors and assigns and any owners, family members, guests, invitees, tenants or contract purchasers of any portion or portions of such property or properties.



12.9 Private Road Easements. In addition to the easements created by this Section XII, every Owner of a Lot, the members of such Owner's family and guests and invitees shall have a non-exclusive easement over, above and across the Private Roads.

12.10 Utility Easements. In addition to the foregoing easements, Declarant does hereby reserve the right to grant such drainage and/or utility easements as may be reasonably required over, across and under Lots (but not under the area of a Lot upon which the Residence is situated) or the Common Area for the purpose of providing drainage easements or easements for water, sewer, gas, electric, telephone or other utilities to the Lots or Common Areas or other properties adjacent thereto; provided, however, that the right of Declarant to grant such easements shall cease upon the termination of the Class II Voting Membership in accordance with Paragraph 3.4.

### SECTION XIII

#### Annexation

13.1 Annexation by Association. Additional residential property and Common Area may be annexed to the Property by the Association with the consent of two-thirds (2/3) of each Class of Voting Membership in attendance, in person or by proxy, at a meeting duly called for such purpose.

13.2 Annexations by Declarant. Subject only to the prior written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development to determine that the annexation is in accord with the general plan heretofore approved by them, Declarant shall have and hereby specifically reserves the right until such date as shall be six (6) years after the date of the recording of this Declaration in the office of the Clerk and Recorder of Arapahoe County, Colorado to annex from time to time any portion or portions of the following-described additional property to the Property and to subject such additional property to the terms and provisions of this Declaration: any portion or portions of the property contained within HAMPDEN HILLS AT AURORA SUBDIVISION FILING NO. 9, County of Arapahoe, State of Colorado.

13.3 Documentation for Annexation. For any annexation by Declarant pursuant to the provisions of this Section XIII, Declarant shall cause a written instrument of annexation concerning such annexed property to be prepared and filed in the records of the office of the Clerk and Recorder of the County of Arapahoe, Colorado prior to the conveyance of the first Lot in such annexed property. Subject only to the prior written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development, any instrument of annexation hereunder by Declarant may also contain additional or other covenants, conditions, restrictions, easements, reservations and other provisions therein which are applicable to the property thereby being annexed. Declarant hereby specifically declares that the provisions of this Section XIII are necessary and desirable in order for it to develop the Property and the property described in Paragraph 13.2 hereof, or portions thereof, in an orderly and complete development and represents that if Declarant annexes additional property to this Declaration, any improvements constructed on such additional property will be of comparable style, quality, size and cost and will be aesthetically comparable to the then existing improvements on the Property.

13.4 New Additions of Common Area. Annexations to this Declaration pursuant to this Section XIII may contain new ad-



ditions to the Common Area and may increase the number of members of the Association. Notwithstanding any such annexation, each Owner (regardless of whether such Owner is the owner of a Lot contained with the Property described in Exhibit A attached hereto or is the Owner of a Lot contained in an annexation) shall remain fully liable hereunder with respect to such Owner's obligation for the payment of the Association assessments, including assessments applicable to such new Common Area.

#### SECTION XIV

##### Veterans Administration or Federal Housing Administration Approval Required During Development of the Project

14.1 Amendments, Dissolutions, Mergers, Deductions, Etc. Until such time as the Class II Voting Membership has terminated in accordance with the provisions of Section 3.4, the prior approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development shall be required for the following:

14.1.1 Amendment of this Declaration;

14.1.2 Amendment of the Articles of Incorporation or By-Laws of the Association;

14.1.3 Annexation of additional properties to this Declaration;

14.1.4 Dedication or mortgaging of all or any part of the Common Area; or

14.1.5 Merger, consolidation or dissolution of the Association.

14.2 Management Contracts During Declarant's Control. Each and every management contract made between the Association and a manager or managing agent during the period when Declarant or other developer controls the Association shall terminate absolutely, and in any event, no later than thirty (30) days after the termination of control by Declarant or other developer of the Association. All such management contracts entered into by the Association with a manager or managing agent during the period of control by Declarant or developer shall be subject to review and approval by the Veterans Administration. The provisions of this Paragraph shall be contained, verbatim, in each and every of such management contracts.

#### SECTION XV

##### Burdens and Benefits of this Declaration

15.1 Covenants Running with the Property. The benefits, burdens and other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

15.2 Binding Upon and Inure to Successors. The benefits, burdens and other provisions contained in this Declaration shall be binding upon and inure to the benefit of the Declarant, the Association and all Owners and upon and to their respective heirs, executors, administrators, successors and assigns.

## SECTION XVI

First Mortgagees' Approval

16.1 Abandonment, Termination, Amendment, etc. Notwithstanding any other provision of this Declaration to the contrary, the prior written approval of each First Mortgagee shall be required for the following:

16.1.1 The abandonment or termination of the Property or the partition or subdivision of the Common Area, whether by act or omission, directly or indirectly, except: (a) for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or (b) in the case of a taking by condemnation or eminent domain;

16.1.2 Any material amendment to this Declaration or to the Articles of Incorporation or By-Laws of the Association, including, but not limited to, any such amendment which would change the ratio of Association assessments between the Lots so that all Lots are not assessed at the same assessment rate;

16.1.3 The effectuation of any decision by the Association to terminate professional management and assume self-management of the Common Areas and the duties hereunder;

16.1.4 The use of hazard insurance proceeds for losses to any part of the Common Area for other than the repair, replacement or reconstruction of such part of the Common Area, except as may be provided by statute in case of substantial loss to the Common Area; and

16.1.5 The alienation, release, sale, transfer, hypothecation or other encumbrance of the Common Area, directly or indirectly; provided, however, that any right of the Association contained in this Declaration to grant easements for public utilities and similar or related purposes shall not require the prior written approval of each First Mortgagee.

16.2 Regulations, Architectural Controls, Insurance, etc. In addition to the provisions of Paragraph 17.2, the prior written approval of at least two-thirds (2/3) of the First Mortgagees shall be required for the following:

16.2.1 Any change to this Declaration which would materially change the method of determining the obligations, assessments or other charges which may be levied against Owners; provided, however, this Paragraph 16.2 shall not apply to any amendment by Declarant pursuant to the provisions of Paragraph 13.2 hereof;

16.2.2 Any changing, waiving or abandoning, whether by act or omission, of any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Residences, the exterior maintenance of the Residences, the maintenance of the Common Area (including any walkways and parking areas), the maintenance of the Side Yard Fences and Common Fences or the upkeep of the landscaping; and

16.2.3 Any failure, whether by act or omission, to maintain fire and extended coverage on insurable portions of the Common Area (including common facilities located thereon) on a current replacement cost basis in an amount not

less than one hundred percent (100%) of the insurable value thereof, based upon current replacement cost.

## SECTION XVII

### Duration and Amendment

17.1 Duration and Extension. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

17.2 Amendment. This Declaration may be amended during the first 20-year period after it is recorded by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado.

## SECTION XVIII

### Effects of Development Plan, Plats and Other Documents

18.1 General Information Regarding Development Plan. The Development Plan of the Planned Unit Development of which the Property is a part, which are on record in the office of the Clerk and Recorder of Arapahoe County, Colorado or other applicable governmental agency (hereinafter referred to as the "Plan"), has the effect and only the effect described by the Statutes of the State of Colorado, and the rules and regulations of said County. The Plan and related documents constitute part of the public controls imposed by the County upon developers, owners, residents and users of the Planned Unit Development and do not create, and are not intended to create, any private property or contract rights in the owners and residents of the Planned Unit Development except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plan on file in the office of the said Clerk or other applicable governmental agency describes a plan of development which Declarant believes will provide maximum benefit to the residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plan and may threaten the benefits to be derived by the residents, Owners and the public unless the Plan can be modified as prescribed by applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plan for the Planned Unit Development and such plans continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the Statutes, rules and regulations of the County of Arapahoe, State of Colorado.

18.2 Rights Reserved. Declarant expressly reserves to itself, its successors and assigns the right to amend the Plan with respect to any additional Property which is hereafter annexed pursuant to Article XIII hereof.



Miscellaneous

19.1 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way and other provisions contained in this Declaration or contained in the Articles of Incorporation or By-Laws of the Association shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate such provisions to enjoin or restrain such violation or attempted violation or to recover damages, or both, and the Association and any aggrieved Owner shall have the right to institute and maintain any such proceedings. If the Association shall bring any proceedings at law or in equity against an Owner to enforce the provisions of this Declaration and a judgment shall be awarded in favor of the Association in such proceedings, then the Association shall also be entitled to recover in such proceedings its court costs and reasonable attorneys' fees incurred therein.

19.2 Non-Waiver. Failure by the Declarant, the Association or any Owner to enforce any covenant, condition, restriction, easement, reservation or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

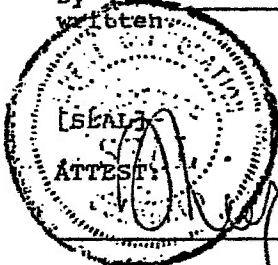
19.3 Severability. The provisions of this Declaration shall be deemed to be independant and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

19.4 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include all genders.

19.5 Captions. The captions to the Sections are inserted herein only as a matter of convenience and for reference and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration nor the intent of any provision hereof.

19.6 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and By-Laws of the Association, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, the Alpert Corporation has caused its corporate name to be hereunto subscribed by its \_\_\_\_\_ President, and its corporate seal to be hereunto affixed, attested by its \_\_\_\_\_ Secretary, the day and year first above



Secretary

ALPERT CORPORATION  
a Colorado corporation

By

*Harvey Alpert*  
President

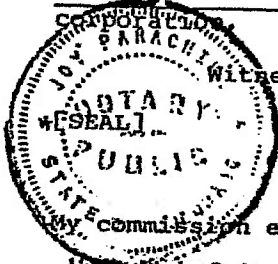
STATE OF COLORADO

CITY AND COUNTY OF DENVER

)  
) ss.  
)

BOOK 3315 PAGE 748

The foregoing instrument was acknowledged before me this  
6<sup>th</sup> day of December, 1980 by Harvey Alpert  
as President and Theodore Alpert as  
Secretary of the ALPERT CORPORATION, a Colorado



Witness my hand and official seal.

J. Santaralini  
Notary Public

My commission expires:  
My Commission Expires Jan. 9, 1994

EXHIBIT ATODECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CINNAMON VILLAGE II

A parcel of land located in the Southeast one-quarter of the Northeast one-quarter of Section 3, Township 5 South, Range 66 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

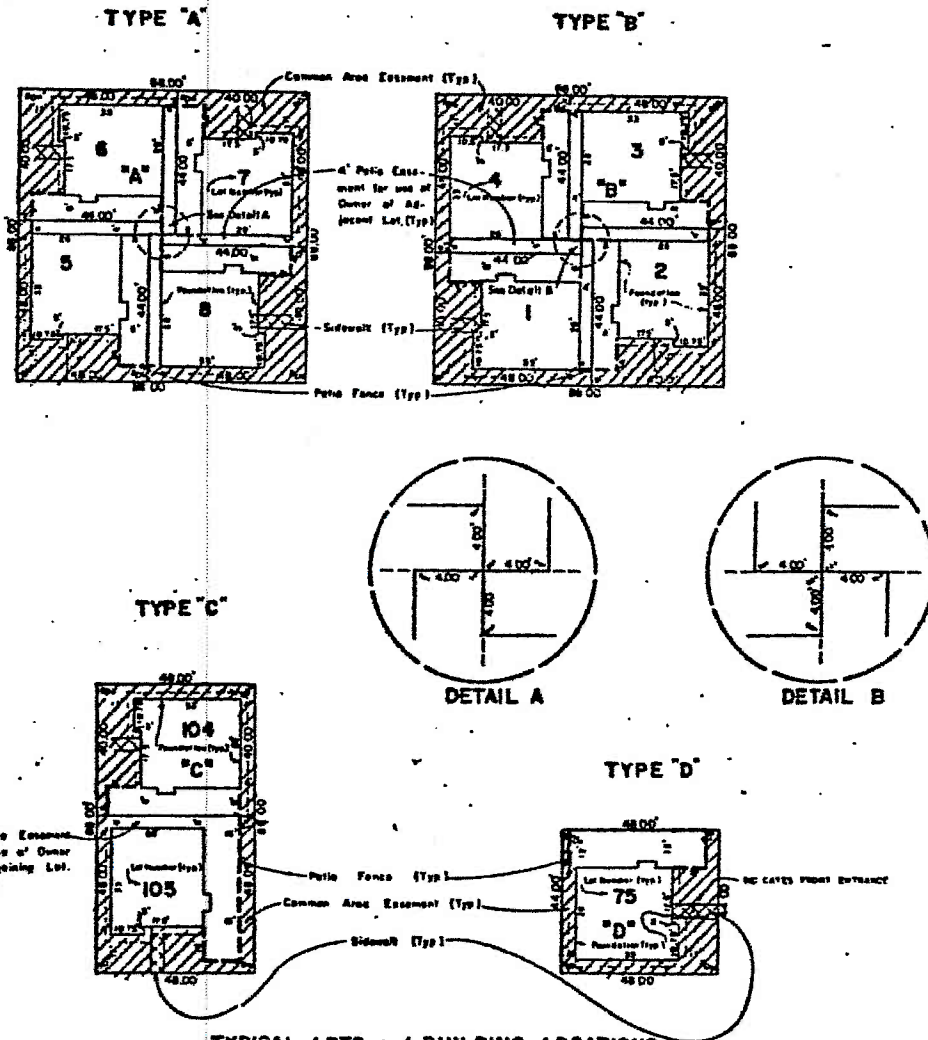
Beginning at the most Southerly corner of HAMPDEN HILLS AT AURORA SUBDIVISION FILING NO. 9, a subdivision plat on file in the Office of the Arapahoe County Clerk and Recorder, said corner also being on the Easterly right-of-way line of South Genoa Way; thence along the Westerly boundary of HAMPDEN HILLS AT AURORA SUBDIVISION FILING NO. 9, and along the Easterly right-of-way line of South Genoa Way the following two courses: 1.) N 29°22'39" W, a distance of 340.00 feet, 2.) along the arc of a curve to the right having a central angle of 8°02'31", a radius of 513.00 feet, an arc length of 72.00 feet to a point; thence departing the Westerly boundary of said HAMPDEN HILLS AT AURORA SUBDIVISION FILING NO. 9, and the Easterly right-of-way line of South Genoa Way, N 69°13'22" E, a distance of 106.18 feet; thence N 76°21'01" E, a distance of 80.00 feet; thence N 13°38'59" W, a distance of 20.00 feet; thence S 88°57'44" E, a distance of 140.96 feet; thence S 59°48'48" E, a distance of 273.87 feet to a point on the Southeasterly boundary of said HAMPDEN HILLS AT AURORA SUBDIVISION FILING NO. 9, thence in a Southwesterly direction along the Southeasterly boundary of said HAMPDEN HILLS AT AURORA SUBDIVISION FILING NO. 9 the following 2 courses: 1.) S 26°48'51" W, a distance of 154.48 feet, 2.) S 60°37'21" W, a distance of 324.40 feet to the Point of Beginning.



EXHIBIT B

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CINNAMON VILLAGE II  
 (Page One)



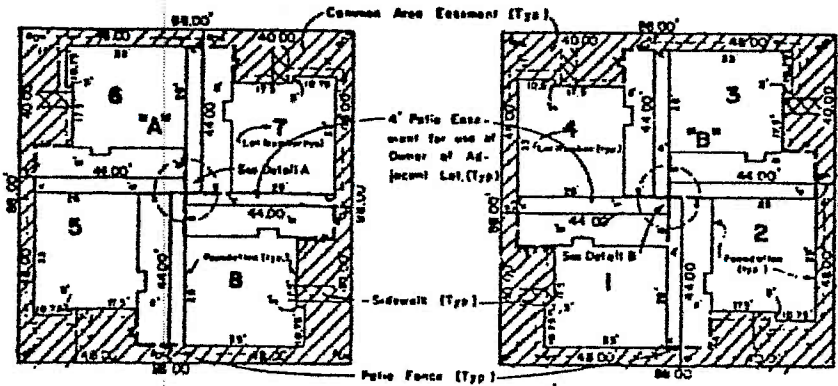
TYPICAL LOTS and BUILDING LOCATIONS

- NOTES:
1. Lot dimensions shown are typical, unless otherwise indicated.
  2. COMMON AREA EASEMENT within lots is subject to but not limited to drainage, utilities, walkways, mailboxes, area lights and landscaping.

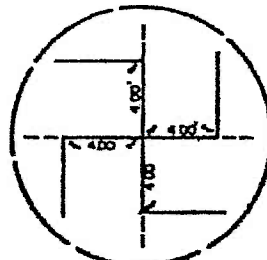
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CINNAMON VILLAGE II  
(Page One)**

**TYPE "A"**

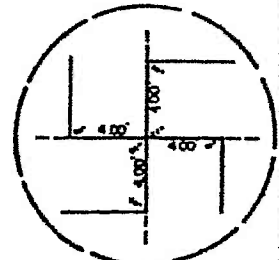
**TYPE "B"**



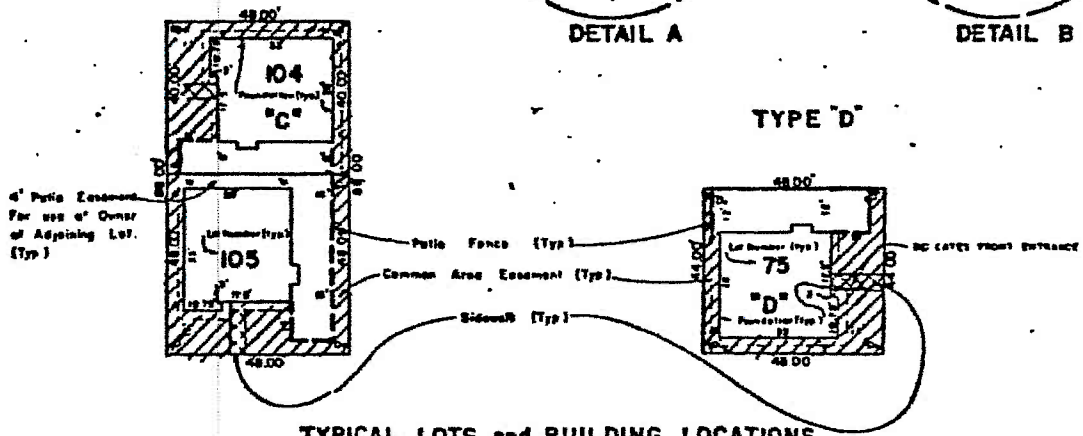
**TYPE "C"**



**DETAIL A**

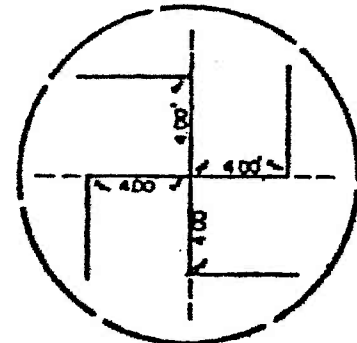
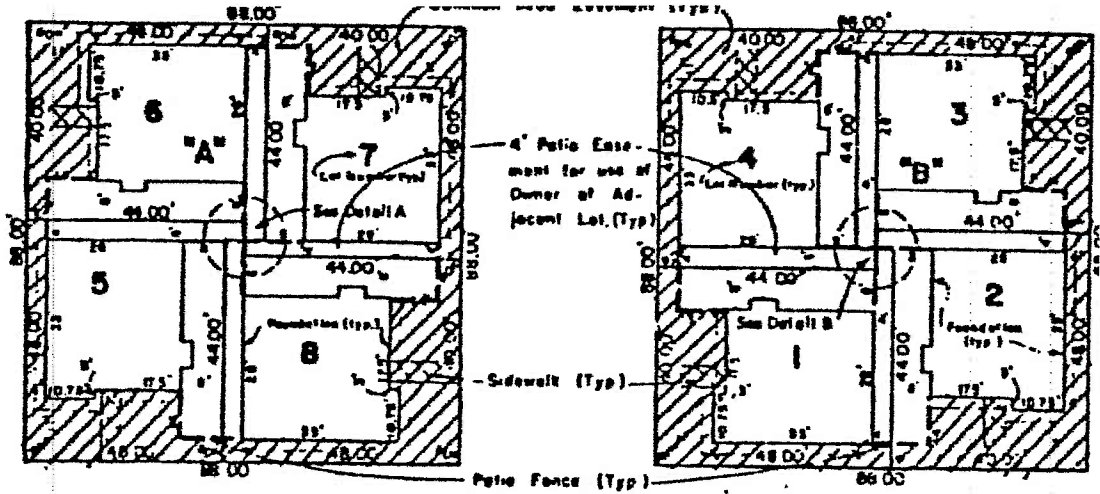


**DETAIL B**



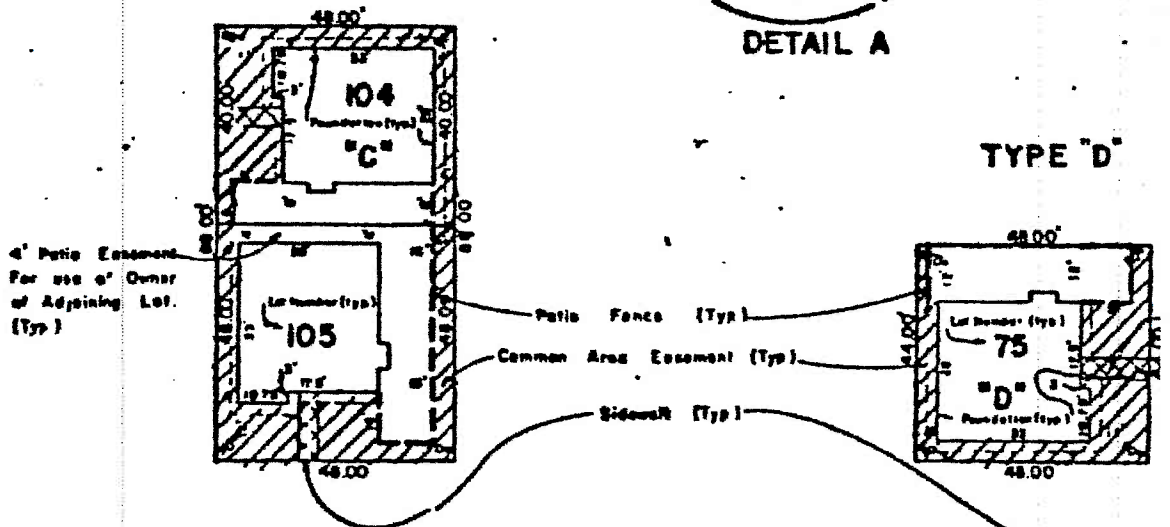
**TYPICAL LOTS and BUILDING LOCATIONS**

- NOTES:**
1. Lot dimensions shown are typical, unless otherwise indicated.
  2. COMMON AREA EASEMENT within lots is subject to but not limited to: garage, stairs, walkways, medians, area lights and landscaping.



TYPE "C"

DETAIL A



**TYPICAL LOTS and BUILDING LOCATIONS**

- NOTES: 1. Lot Dimensions shown are typical, unless otherwise indicated
2. COMMON AREA EASEMENT within lots is subject to but not to drainage, utilities, walkways, medians, area lights and signs



ADDENDUM

(Cinnamon Village II/Covered Carports)

THIS ADDENDUM is a part of that certain Agreement for Purchase and Sale Specific Performance Contract (the "Agreement") between Alpert Corporation ("Seller") and \_\_\_\_\_ ("Buyer") for the sale and purchase of Lot \_\_\_\_\_, Block 1, Hampden Hills at Aurora Subdivision Filing No. 9, Arapahoe County, commonly referred to as \_\_\_\_\_, Aurora, Colorado (the "Property"). The Property is located in Seller's development known as Cinnamon Village II (the "Project").

1. For additional consideration as set forth in the Agreement, Buyer has selected the option of purchasing a covered carport in addition to the purchase of the Property. The covered carport shall be located approximately as shown on the attached map and is enumerated as Covered Carport No. \_\_\_\_\_. Seller shall have the right to relocate the covered carport to any other location within the Project; provided, however, in the event the covered carport is so relocated, Buyer will have the right to either (A) approve such relocation and accept the same, or (B) cancel the selection of a covered carport as an option under the Agreement. If the option is so cancelled by Buyer by reason of the relocation of the covered carport, then the Agreement shall remain in full force and effect as if a covered carport had never been selected by Buyer as an option thereunder.

2. Buyer hereby acknowledges that Buyer has carefully reviewed the plans and specifications for covered carports, is satisfied with the same and is aware that the covered carport selected by Buyer will have certain established internal dimensions which will not allow all sizes and heights of automobiles and/or vehicles to use the covered carport.

3. Notwithstanding the location of the covered carport on the Common Area in the Project, Buyer understands that Buyer shall be fully responsible for all maintenance and repairs to the covered carport and the cost thereof shall be at the sole expense of Buyers. All maintenance and repairs of the covered carport, including the painting or staining thereof shall be subject to all approvals required from and requirements established by the Board of Directors of the Homeowners Association (the "Homeowners Association") or the Architectural Review Committee (the "Committee") for the Project. In the event that Buyer fails to maintain the covered carport in accordance with Buyer's duty to do so as set forth in the recorded Declaration of Covenants, Conditions and Restrictions for the Project, then Buyer is aware, and hereby so agrees, that the Homeowners Association and the Committee shall have the right, through its agents and employees, to enter into or upon the covered carport to perform any repairs deemed necessary and the cost thereof shall be added to and become part of the assessment to which the Property is subject.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

BUYER:

SELLER:

ALPERT CORPORATION

By: \_\_\_\_\_