

AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
DUNES PARK SUBDIVISION

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Table of Contents

	Page
ARTICLE 1	
<u>GENERAL</u>	2
1.1 <u>Purposes of Declaration</u>	2
1.2 <u>Declaration</u>	2
ARTICLE 2	
<u>DEFINITIONS</u>	2
2.1. <u>Act</u>	2
2.2. <u>Administrative Functions</u>	3
2.3. <u>Board of Directors</u>	3
2.4. <u>Common Area</u>	3
2.5. Community or <u>Common Interest Community</u>	3
2.6. <u>County</u>	3
2.7. <u>Declaration</u>	3
2.8. <u>Deed of Trust</u>	3
2.9. <u>Design Review Committee</u>	3
2.10. <u>District</u>	3
2.11. <u>District Properties</u>	3
2.12. <u>Easements and Licenses</u>	3
2.13. <u>Governing Documents</u>	3
2.14. <u>Improvement</u>	4
2.15. <u>Improvement to Property</u>	4
2.16. <u>Leases</u>	4
2.17. <u>Lot</u>	4
2.18. <u>Managing Agent</u>	4
2.19. <u>Member</u>	4
2.20. <u>Notice and Hearing</u>	4
2.21. <u>Notice of Completion</u>	4
2.22. <u>Owner</u>	4
2.23. <u>Person</u>	4
2.24. <u>Planned Community</u>	4
2.25. <u>Plat</u>	4
2.26. <u>Property</u>	5
2.27. <u>Record or Recorded</u>	5
2.28. <u>Reimbursement Assessment</u>	5
2.29. <u>Rules and Regulations</u>	5
2.30. <u>Subassociation</u>	5
2.31. <u>Subassociation Declaration</u>	5
2.32. <u>Town</u>	5
2.33. <u>VA</u>	5
ARTICLE 3	
<u>GENERAL RESTRICTIONS APPLICABLE TO COMMON INTEREST COMMUNITY</u>	5
3.1 <u>Maintenance of Common Interest Community</u>	5

3.2	<u>Property Uses</u>	6
3.3	<u>Construction Type</u>	6
3.4	<u>No Noxious or Offensive Activity</u>	6
3.5	<u>Annoying Sounds or Odors</u>	6
3.6	<u>No Hazardous Activities</u>	6
3.7	<u>No Unsightliness</u>	6
3.8	<u>Holiday Decorations and Lights</u>	6
3.9	<u>Weeds</u>	6
3.10	<u>Restrictions on Garbage and Trash</u>	6
3.11	<u>Animals</u>	6
3.12	<u>No Temporary Structures</u>	7
3.13	<u>No Storage Sheds</u>	7
3.14	<u>Restriction on Antennae, Pipes, Utility Lines and Transmitters</u>	7
3.15	<u>Restrictions on Signs and Advertising</u>	7
3.16	<u>Restrictions on Mining or Drilling</u>	7
3.17	<u>Maintenance of Drainage</u>	7
3.18	<u>Compliance with Insurance Requirements</u>	8
3.19	<u>Compliance with Laws</u>	8
3.20	<u>Further Subdivision of Lots</u>	8
3.21	<u>Restrictions on Sewage Disposal Systems</u>	8
3.22	<u>Restrictions on Water Systems</u>	8
3.23	<u>Restoration in the Event of Damage or Destruction</u>	8
3.24	<u>Storage</u>	8
3.25	<u>Vehicle Repairs</u>	8
3.26	<u>Storage of Gasoline and Explosives, Etc.</u>	8
3.27	<u>Trailers, Campers and Junk Vehicles</u>	8
3.28	<u>Fences Prohibited</u>	9
3.29	<u>Air Conditioning and Heating Equipment</u>	9
3.30	<u>No Overnight On-Street Parking</u>	9
3.31	<u>Basketball Hoops</u>	9
3.32	<u>Play Equipment</u>	9
3.33	<u>Swimming Pools/Hot Tubs</u>	9
3.34	<u>Dog Houses/Runs</u>	9
3.35	<u>Owners Right to Lease Lot</u>	10

ARTICLE 4

	<u>ARCHITECTURAL APPROVAL</u>	10
4.1	<u>Approval of Improvements Required</u>	10
4.2	<u>Improvement to Property Defined</u>	10
4.3	<u>Membership of Committee</u>	10
4.4	<u>Address of Design Review Committee</u>	10
4.5	<u>Submission of Plans</u>	10
4.6	<u>Criteria for Approval</u>	11
4.7	<u>Design Standards</u>	11
4.8	<u>Design Review Fee</u>	11
4.9	<u>Decision of Committee</u>	11
4.10	<u>Failure of Committee to Act on Plans</u>	12
4.11	<u>Prosecution of Work After Approval</u>	12
4.12	<u>Notice of Completion</u>	12
4.13	<u>Inspection of Work</u>	12
4.14	<u>Notice of Noncompliance</u>	12
4.15	<u>Failure of Committee to Act After Completion</u>	12
4.16	<u>Appeal to Board of Directors of Finding of Noncompliance</u>	12
4.17	<u>Correction of Noncompliance</u>	13
4.18	<u>No Implied Waiver or Estoppel</u>	13

4.19 Committee Power to Grant Variances 13
 4.20 Meetings of Committee 13
 4.21 Records of Actions 13
 4.22 Estoppel Certificates 13
 4.23 Nonliability of Committee Action 14
 4.24 Construction Period Exception 14
 4.25 Subassociation Committees 14

ARTICLE 5

DISTRICT PROPERTIES 14
 5.1 Members' Rights of Use/District Obligations 14
 5.2 Right of District to Regulate Use 14
 5.3 Liability of Owners for Damage by Member 14
 5.4 District Duties if Damage or Destruction to District Properties 14
 5.5 District Powers in the Event of Condemnation 15
 5.6 Title to District Properties on Dissolution of District 15

ARTICLE 6

COMMON INTEREST COMMUNITY 15
 6.1 District 15
 6.2 Membership in Community 15
 6.3 Voting Rights of Members 15

ARTICLE 7

DUTIES AND POWERS OF DISTRICT 15
 7.1 General Duties and Powers of District 15
 7.2 Duty to Manage and Care for District Properties 16
 7.3 Duty and Rights Concerning Drainage 16
 7.4 Duty to Maintain Casualty Insurance 16
 7.5 Duty to Maintain Liability Insurance 16
 7.6 General Provisions Respecting Insurance 16
 7.7 Fidelity Bonds Required/Segregation of Funds 16
 7.8 Duties with Respect to Design Review Committee Approvals 16
 7.9 Power to Adopt Rules and Regulations 17
 7.10 Power to Enforce Declaration and Rules and Regulations 17
 7.11 General Powers 17
 7.12 Powers Provided by Law 17

ARTICLE 8

ASSESSMENTS, INTEREST, AND PENALTIES 17
 8.1 Reimbursement Assessments 17
 8.2 Interest 18
 8.3 Penalties for Violations of the Declaration 18
 8.4 Remedies to Enforce District Charges 18
 8.5 Lawsuit to Enforce District Charges 18
 8.6 Lien to Enforce District Charges 18

ARTICLE 9

MISCELLANEOUS 18

9.1 Term of Declaration 18

9.2 Amendment of Declaration by Property Owners 18

9.3 Notices 19

9.4 Persons Entitled to Enforce Declaration..... 19

9.5 Violations Constitute a Nuisance 19

9.6 Enforcement of Self-Help 19

9.7 Violations of Law..... 19

9.8 Remedies Cumulative 19

9.9 Costs and Attorneys' Fees 19

9.10 Limitation on Liability 19

9.11 Liberal Interpretation..... 19

9.12 Governing Law..... 19

9.13 Colorado Common Interest Ownership Act..... 19

9.14 Severability 19

9.15 Number and Gender 20

9.16 Captions for Convenience 20

9.17 Exhibits Incorporated 20

9.18 DISCLAIMER REGARDING SAFETY..... 20

9.19 NO REPRESENTATIONS OR WARRANTIES..... 20

ARTICLE 10

ALTERNATIVE DISPUTE RESOLUTION 20

10.1 Alternative Method for Resolving Disputes..... 20

10.2 Claims 20

10.3 Mandatory Procedures..... 21

10.4 WAIVER..... 22

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY 24

EXHIBIT B

EASEMENTS AND LICENSES 25

EXHIBIT C

COURT ORDER 42

**AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DUNES PARK**

A. On June 19, 2001, D.R. Horton, Inc., a Delaware corporation, submitted the real property described on Exhibit A to that certain Master Declaration of Covenants, Conditions and Restrictions for Dunes Master Owners Association, Inc. recorded in the real property records of Adams County, Colorado at Reception No. C0815956, as amended and supplemented by the following:

1. Supplemental Declaration of Covenants, Conditions and Restrictions for Dunes Master Owners Association, Inc. recorded in the real property records of Adams County, Colorado at Reception No. C1179339 on July 22, 2003;

(collectively, the "Original Declaration") to its covenants, conditions and restrictions;

B. The Owners within the Dunes Park Subdivision desire to amend and restate the Original Declaration by virtue of this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Dunes Park Subdivision ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration; and

C. The Original Declaration provides for and allows for this Declaration in Section 10.3 which provides as follows:

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, including Material Amendments, or repealed and any action, including Extraordinary Actions, may be taken at any time and from time to time upon approval of the amendment by Members holding at least seventy-five percent (75%) of the voting power of the Association entitled to vote.

D. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the required approval of Members holding at least seventy-five percent (75%) of the voting power of the Association entitled to vote for amendment is now void.

E. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the amendment requirement for this Declaration is now Members holding at least 67% of the voting power of the Association entitled to vote;

F. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the District and by other means;

G. The amendments within this Declaration have been prepared and determined by the District and by the Owners that have approved this Declaration to be reasonable and not burdensome;

H. The purposes of the amendments in this Declaration are to remove references to the developer "boilerplate" language that is no longer applicable to the Community, to delegate all enforcement rights contained in the Declaration to the Riverdale Dunes Metropolitan District No. 1 ("The District"), to remove references to the Dunes Master Owners Association, Inc. (the "Association") and instead change all such references to the District.

I. The purpose of the District, and formerly the Association, as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the District; and

J. On January 12, 2017, the District Court for Adams County, Colorado granted the Association's Petition for Approval of the Amended and Restated Declaration pursuant to the requirements of C.R.S. §38-33.3-217(7). The Court found that the Association filed a petition for approval of the Declaration with the Court which was not objected to by: (i) more than 33% of the Owners, (ii) the Declarant, (iii) the Federal Housing Administration ("FHA"), or (iv) the Veteran's Administration ("VA"). The Court also found that the Declaration did not terminate the Original Declaration and that the Declaration did not alter the allocated interests of the Owners within the Association. A copy of this Order is attached and incorporated by reference as Exhibit "C" hereto.

K. Pursuant to C.R.S. §38-33.3-217(7), upon recordation of the Declaration and the Court Order approving the Declaration, the Declaration, as amended, shall be effective as if all of the approval requirements set forth in the Original Declaration were met.

NOW THEREFORE, the Original Declaration is replaced and superceded by the covenants, servitudes, easements and restrictions set forth below:

ARTICLE 1

GENERAL

1.1 **Purposes of Declaration.** This Declaration is executed (a) in furtherance of a common and general plan for the upkeep and operation of the Common Interest Community, as hereinafter defined; (b) to protect and enhance the quality, value, aesthetic, desirability and attractiveness of the Common Interest Community; (c) to provide authority for the District to hold, maintain, care for and manage District Properties, including internal landscaped areas; (d) to define certain duties, powers and rights of Owners of Lots within the Common Interest Community; (e) to define certain duties, powers and rights of the District; and (f) to comply with and effectuate the terms and provisions of the Declaration.

1.2 **Declaration.** All property which becomes subject to this Declaration in the manner hereinafter provided from the date the same becomes subject to this Declaration, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Property and all property which becomes part of the Common Interest Community; (b) the District and its successors and assigns; and (c) all Persons having or acquiring any right, title or interest in the Property or in any property which becomes part of the Common Interest Community, or any Improvement thereon, and their heirs, personal representatives, successors or assigns. This Amended and Restated Declaration shall be recorded in Adams County.

ARTICLE 2

DEFINITIONS

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

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

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

2.3 **Board of Directors.** "Board of Directors" or "Board" shall mean the Board of Directors of the District.

2.4 **Common Area.** "Common Area" shall mean those portions of the Common Interest Community designated on the Plats or any Supplemental Plat as Tracts, Outlots or Open Space, if any, and which are owned or maintained by the District for the common use and enjoyment of the Owners, including, but not limited to, parks, tracts or other open or landscaped space and easements for the use and benefit of the Owners.

2.5 **Community or Common Interest Community.** "Community" or "Common Interest Community" shall mean the real property which is described on Exhibit A attached hereto and all other real property which is made subject to the terms and provisions of this Declaration. The name of the Common Interest Community shall be "Dunes Park."

2.6 **County.** "County" shall mean Adams County, Colorado.

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

2.8 **Deed of Trust.** "Deed of Trust" shall mean a Mortgage.

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

2.10 **District.** "District" shall mean and refer to the Riverdale Dunes Metropolitan District No. 1 and its successors and assigns.

2.11 **District Properties.** "District Properties" shall mean all real and personal property: (a) now or hereafter owned by the District (b) with respect to which the District holds an easement or license for the use, care, or maintenance thereof; or (c) for which the District has a right or duty to maintain and which is held for the common use and enjoyment of the Members as provided herein, or for such other purposes as may be permitted by this Declaration, including without limitation, Tracts A through D inclusive, F, G, H, J, K and L, the drainage system and subdivision underdrain system, the stormwater detention area, open spaces, perimeter fencing, entry monumentation and public right-of-way landscaping as depicted on the Plat or any amendments thereto and the obligations with regard to drainage easements or agreements relating to the District Property or the Property, which may now or hereafter be assigned or assumed by the District.

2.12 **Easements and Licenses.** "Easements and Licenses" shall mean and include those easements and licenses appurtenant to, or included in, the Common Interest Community or to which any portion of the Common Interest Community is or may become subject by a reservation in this Declaration, including those Easements and Licenses described on Exhibit B attached hereto.

2.13 **Governing Documents.** "Governing Documents" shall mean this Declaration, the Plat, any Rules and Regulations of the District, the District Service Plan, and any other documents relating to the operation of the District, as all of the foregoing may be amended from time to time.

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

2.15 **Improvement to Property.** "Improvement to Property" shall mean any change, alteration, or addition to any Lot or property located within the Common Interest Community. "Improvement to Property" is more particularly defined in Article 4 of this Declaration.

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

2.17 **Lot.** "Lot" shall mean a physical portion of the Common Interest Community which is designated for separate ownership or occupancy and the boundaries of which are depicted upon the Plats or any Supplemental Plat together with a nonexclusive easement for use and enjoyment in the Common Areas. For the purposes of conforming the terms and provisions of this Declaration to the terms and provisions of the Act, the term "Lot" shall have the same meaning as the term "Unit" as that term is defined in the Act. The term Lot shall not include: (a) any property owned by a public body other than the District; or (b) District Properties.

2.18 **Managing Agent.** "Managing Agent" shall mean the person or entity possessing and exercising the right of general control, authority, judgment, and discretion over the business or affairs of the Community on behalf of the District.

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

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

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

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

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

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

2.25 **Plat.** "Plat" shall mean the Dunes Park land survey plat recorded in the office of the Clerk and Recorder for Adams County on April 12, 2001 at Reception No. C0784996, as may be amended and supplemented, which depicts certain portions of the Common Interest Community and which further depicts and locates thereon the location of Lots, Common Areas and such other items as may be required by the Act. The Plat and the terms and provisions thereof, are hereby incorporated herein by reference. The

term "Plat" shall also include all amendments to the Plat and such other Supplemental Plats recorded by the Declarant for the purposes of annexing real property to the Common Interest Community.

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

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

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

2.29 **Rules and Regulations.** "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the District for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

2.30 **Subassociation.** "Subassociation" shall mean and refer to the Lakes at Dunes Park, Inc. and its successors and assigns.

2.31 **Subassociation Declaration.** The "Subassociation Declaration" shall mean and refer to that certain Condominium Declaration for the Lakes at Dunes Park filed with the office of the Clerk and Recorder for Adams County, Colorado on October 17, 2001 at Reception No. C0874352.

2.32 **Town.** The "Town" shall mean the City of Commerce City, County of Adams, Colorado.

2.33 **VA.** "VA" shall mean the V A, FHA, HUD, GinnieMac, FreddieMac and shall include any rules and/or regulations promulgated by such governmental housing entities.

ARTICLE 3

GENERAL RESTRICTIONS APPLICABLE TO COMMON INTEREST COMMUNITY

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

3.1 **Maintenance of Common Interest Community.** No property within the Common Interest Community shall be permitted to fall into disrepair and all property within the Common Interest Community, including any Improvements, shall be kept and maintained in a clean, attractive, and sightly condition. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of the Lot, unless such maintenance is delegated to a Subassociation pursuant to, respectively, this Declaration or any Subassociation Declaration. Maintenance, repair, and upkeep of District Properties shall be the responsibility of the District as more particularly provided herein.

3.2 **Property Uses.** The Lots are hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. Except as otherwise provided herein, no dwelling unit erected or maintained within Common Interest Community shall be used or occupied for any purpose other than for a single or multi family residence. In addition, in-home businesses not involving the servicing of customers or employees shall be allowed, provided such activities are conducted solely within the residence and do not create or result in any unreasonable, unwarranted, or unlawful use or interference with public rights, including, but not limited to, unreasonable or unwarranted use or interference with public streets, rights-of-way, or sidewalks, or in any other offensive or noxious activities.

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

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

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

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

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

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

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

3.10 **Restrictions on Garbage and Trash.** No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up, provided this is done no earlier than the evening before the scheduled pick-up and provided that all such materials are contained inside plastic garbage containers.

3.11 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that domesticated birds or fish and other small domestic animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than three domesticated animals (e.g., two cats and one dog), will be permitted within the Common Interest Community; provided

that they are not kept, bred, or maintained for any commercial purpose. No animal of any kind shall be permitted which in the opinion of the Design Review Committee poses a threat to the health, safety or welfare to the Members of the Common Interest Community or makes an unreasonable amount of noise or odor or is a nuisance. In accordance with the foregoing, no species of dog commonly referred to as a "pit bull" shall be permitted within the Common Interest Community. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet Owner or such Owner's representative. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

3.12 **No Temporary Structures.** No tent, shack, temporary structure, or temporary building shall be placed upon any property within the Common Interest Community for more than twenty-four (24) hours, except with the prior written consent of the Design Review Committee.

3.13 **No Storage Sheds.** Notwithstanding anything to the contrary herein, no manufactured or individually constructed storage sheds, shacks, buildings or structures shall be placed upon any property within the Common Interest Community.

3.14 **Restriction on Antennae, Pipes, Utility Lines and Transmitters.** Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. With the approval of the Design Review Committee, a master antenna or cable television antenna or antennae may, but need not, be provided for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antenna (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the District shall be empowered to adopt Rules and Regulations governing the types of antenna that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

3.15 **Restrictions on Signs and Advertising.** Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere in the Community except such sign or signs as may be approved in writing by the District. (c) A sign advertising a Lot for sale, for rent, or for lease may be placed on a Lot provided, however, that standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the Design Review Committee. No signage shall be allowed upon any Lot or Common Area within the Community which may detract from the aesthetic value of the Common Interest Community or which may detract from the property value of Lots within the Community, including, but not limited to, any signage derogatory or defamatory to the District or the Common Interest Community as a whole.

3.16 **Restrictions on Mining or Drilling.** None of the surface portion of the property located within the Common Interest Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth. Notwithstanding the foregoing, it is understood that certain portions of the Common Interest Community are subject to certain oil and gas leases which grant the lessees thereunder the right to extract such minerals from below the surface of the property.

3.17 **Maintenance of Drainage.** There shall be no interference with the established drainage pattern over any property within the Common Interest Community except as approved in writing by the Design Review Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Design Review Committee. The established drainage pattern may include the drainage pattern: (a) from District Properties over any Lot; (b) from any Lot over the District Properties; (c)

from any property owned by the Town, or other Persons over any Lot; (d) from any Lot over property owned by the Town, or other Persons; or (e) from any Lot over another Lot.

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

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

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

3.21 **Restrictions on Sewage Disposal Systems.** No cesspool, septic tank or other sewage disposal system shall be installed within the Common Interest Community.

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

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

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

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

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

3.27 **Trailers, Campers and Junk Vehicles.** No boat, camper (on or off supporting vehicles), trailer, tractor, truck, Industrial or commercial vehicle (both cabs or trailers), towed trailer unit, motorcycle, disabled, junk, or abandoned vehicles, motor home, mobile home, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting or commercial use, shall be parked or stored in, on, or about any Lot or street within the Common Interest Community except within the attached garage or unless such vehicles are concealed from view and approved by the Design Review Committee or is otherwise exempted by Colorado law. For the purposes of this covenant, a 3/4-ton or smaller vehicle commonly known as a pickup truck shall not be deemed a commercial vehicle or truck. The District shall have the right to enter an Owner's Lot to remove and store, at such Owner's expense, vehicles in violation of this Section. An Owner shall be entitled to 14 days' written notice prior to such action by the District.

3.28 **Fences Prohibited.** No fences shall be constructed or removed along or adjacent to the boundary or lot line of any Lot without the prior approval of the Design Review Committee unless in conformance with standard design specifications previously approved by the Design Review Committee in the Design Guidelines. An Owner may install privacy fences, security fences, and fences for screening purposes so long as such fences are in conformance with the Design Guidelines previously approved by the Design Review Committee. No gates may be installed by any Owner in any portion of the perimeter fencing owned and maintained by the District unless previously approved by the Design Review Committee. No "double gates" will be allowed in any fences installed within the Common Interest Community. If any portion of the perimeter fencing is damaged by an Owner, such Owner shall be obligated to repair, replace or restore such damage at its sole cost. If the Owner fails to do so within 30 days following demand from the Board of Directors to do so, the District may perform such work and the cost therefore will be a Reimbursement Assessment allocable solely to the responsible Owner's Lot. Failure to timely pay such Reimbursement Assessment will entitle the District to place a lien on the responsible Owner's Lot.

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

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

3.31 **Basketball Hoops.** Basketball hoops shall only be allowed in front Lot areas if: (a) the backboard is installed on a separate free-standing post or pole and is set perpendicular to the street and is either clear or painted a color to match home on the Lot; (b) is portable and can be removed from the driveway each evening (portable basketball hoops are not allowed in the public street or in a public sidewalk area.); or (c) as otherwise approved by the Design Review Committee. No basketball backboards shall be attached to the garage or set facing the street.

3.32 **Play Equipment.** Play equipment may be erected within a fenced or screened area but must be a minimum of five (5) feet from the boundary line of the Lot upon which it is located. Such play equipment shall be of an appropriate scale and constructed of approved material and of an approved color. Play equipment utilizing natural materials (wood vs. metal) is preferred.

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

3.34 **Dog Houses/Runs.** Dog houses, shelters and runs shall be completely screened from view of adjacent public and private property and streets and shall be built from materials compatible with the residential Improvements installed on the Lot; chain link fencing is prohibited.

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

ARTICLE 4

ARCHITECTURAL APPROVAL

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

4.2 **Improvement to Property Defined.** "Improvement to Property" requiring approval of the Design Review Committee shall mean and include, without limitation: (a) the construction, installation, removal, erection or expansion of any building, structure or other Improvement, including, but not limited to, accessory buildings, shade structures, patio covers, walkways, screen or storm doors, sprinkler pipes, drainage devices, garages, spas, recreational facilities, game courts, play structures, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, exterior air conditioning, solar panels, water softening fixtures or equipment utility facilities, landscaping features, satellite antennas, basketball hoops, dog houses/runs, sheds, and additions and/or exterior modifications to any Lot or residence, including painting the exterior of any residence or structure (if other than the original color) and changing the roofing materials on any residence or other structure; (b) the removal, demolition or destruction, by voluntary action, of any building, structure, landscaping, trees or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; and (d) any change or alteration of any previously approved Improvement to Property including any change of exterior appearance, color, or texture. Notwithstanding the foregoing, an Owner shall be entitled to repaint the dwelling unit located upon such Owner's Lot in the original color of such dwelling unit without the prior approval of the Design Review Committee; provided, however, that any change to the exterior color of a dwelling unit must be approved by the Design Review Committee and must be in the same tone as the original color.

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

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

4.5 **Submission of Plans.** Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property ("Applicant") shall submit to the Design Review Committee at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Design Review Committee shall request showing the nature, kind, shape, height, width, color, materials and

location of the proposed Improvement to Property. The Applicant shall be entitled to receive a receipt for the same from the Design Review Committee or its authorized agent. The Design Review Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement to Property. Until receipt by the Design Review Committee of all required materials in connection with the proposed Improvement to Property, the Design Review Committee may postpone review or any materials submitted for approval.

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

4.7 **Design Standards.** The Design Review Committee may issue standards or rules ("Design Standards") relating to the procedures, materials to be submitted, fees and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. The Design Standards may contain general provisions applicable to all of the Property, as well as specific provisions that vary according to land use and from one portion of the Property to another depending upon location, unique characteristics and intended use. The Design Standards may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part because strict application of such limitations or restrictions would be unreasonable or unduly harsh under the circumstances. The Design Standards may waive the requirement for approval of certain Improvements to Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

(a) The Design Review Committee shall have sole and full authority to amend the Design Standards. Any amendments to the Design Standards shall be prospective only and shall not apply to require modifications to plans or removal of structures previously approved by the Design Review Committee. There shall be no limitation on the scope of amendments to the Design Standards; the Design Review Committee is expressly authorized to amend the Design Standards to remove requirements previously imposed and otherwise make the Design Standards less restrictive.

(b) The Design Standards shall be automatically deemed to include any other design, construction, use or landscaping guidelines, requirements or restrictions contained in any other Recorded documents affecting all or substantially all of the Property, including without limitation, the Plat.

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

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

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

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

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

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

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

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

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

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

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

4.19 **Committee Power to Grant Variances.** The Design Review Committee may, in its sole discretion, authorize variances from compliance with any of the provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variances. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Design Review Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

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

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

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

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

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

4.25 **Subassociation Committees**. The Design review committee, in its sole discretion, may delegate its authority under this Article 4 to any architectural review committee or similar body established by or pursuant to a Subassociation Declaration, or may agree that the Design Standards are superseded by any similar guidelines adopted pursuant to a Subassociation Declaration with respect to any Lot subject to such Subassociation Declaration.

ARTICLE 5

DISTRICT PROPERTIES

5.1 **Resident's Rights of Use/District Obligations**. Unless otherwise provided in this Declaration, all Members, and to the extent required, the public, may use District Properties and the District shall have the duty and obligation to keep all District Properties in good order, condition and repair.

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

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

5.4 **District Duties if Damage or Destruction to District Properties**. In the event of damage to District Properties by fire or other casualty, or in the event any governmental authority shall require any repair, reconstruction or replacement of any District Properties, the District shall have the duty to repair, reconstruct or replace the same. Any insurance proceeds payable by reason of the damage or destruction of District Properties by fire or other casualty shall be paid to the District and shall be used, to the extent necessary, to pay the costs of repair, reconstruction, or replacement. If any user or group of users is liable for any such damage, the District may levy a Reimbursement Assessment against the user or group of users responsible therefor, to provide the additional funds necessary. Repair, reconstruction or

replacement of District Properties shall be done under such contracting and bidding procedures as the District shall determine are appropriate. If insurance proceeds available to the District exceed the cost of repair, reconstruction and replacement of any Improvement, the District may use the same for any future maintenance, repair or replacement of an Improvement, and for the operation of other District Properties.

5.5 **District Powers in the Event of Condemnation.** If any District Properties or interests therein are taken under exercise of the power of eminent domain or by private purchase in lieu thereof, the award in condemnation or the price payable therefor shall be paid to the District, except to the extent payable to any other Person with an interest in such property, including any Mortgagee of such property. The District shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners or other Persons therein. Any award or funds received by the District shall be held by the District in such Maintenance Fund as determined by the Board as a reserve for future maintenance, repair, reconstruction or replacement of District Properties or such funds may be used for Improvements or additions to or for the operation of District Properties. No Owner shall be entitled to participate as a party or otherwise in any condemnation proceedings related to District Properties.

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

ARTICLE 6

COMMON INTEREST COMMUNITY

6.1 **District.** The District is a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court for Adams County on November 19, 1996, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes) and operates under the amended service plan ("Service Plan") approved by Commerce City (City). The affairs of the district shall be managed by the District's Board of Directors.

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

6.3 **Voting Rights of Members.** Voting on all matters related to the Common Interest Community shall be conducted in accordance with the voting requirements provided in C.R.S. 38-33.3-310.

ARTICLE 7

DUTIES AND POWERS OF DISTRICT

7.1 **General Duties and Powers of District.** The District is assigned the responsibility to further the common interests of the Community. The District, acting through the Board of Directors or Persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set

forth and, in general, the power to do anything that may be necessary or desirable to further the duties set forth herein.

7.2 **Duty to Manage and Care for District Properties.** The District shall manage, operate, care for, maintain and repair all District Properties (including, but not limited to any portion of the District Property encumbered by oil and gas leases), and keep the same in an attractive and desirable condition for the use and enjoyment of the Members.

7.3 **Duty and Rights Concerning Drainage.** The drainage plan for the Property is based on that certain Storm Water Discharge Easement Agreement dated as of May 25, 2001, by and between Pollyanna F. Mann Marital Trust, Tuscany and Dunes Investment Properties, LLC (the "Mann Agreement"). In connection therewith, the District has assumed the long-term maintenance obligations under the Mann Agreement and may enter into any and all other agreements and to construct or cause to be constructed any and all improvements as the District, in its sole discretion, determines are reasonably necessary to insure that the Property remains in compliance with the Mann Agreement as well as that certain South Fulton Ditch Crossing Agreement dated as of February 19, 2001, by and between DIP, LLC and Fulton Irrigating Ditch Company (the "SFDC"). The District shall have the power and ability to enter into any other agreements, public or private, and to construct additional improvements as the District determines in its sole discretion are necessary to ensure that the drainage of and for the Property is in compliance with any applicable laws, rules or regulations as well as any other public or private agreements, including but not limited to, the Mann Agreement and the SFDC.

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

7.5 **Duty to Maintain Liability Insurance.** The District shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable liability insurance as required by Colorado law.

7.6 **General Provisions Respecting Insurance.** Insurance obtained by the District may contain such deductible provisions as good business practice may dictate. If the insurance described is not reasonably available, or if any policy of such insurance is canceled or renewed without a replacement policy therefore having been obtained by it, the District shall promptly cause notice of that fact to be delivered to all Members. The District may carry any other type of insurance it considers appropriate, in amounts it deems appropriate, to insure the interests of the District.

7.7 **Fidelity Bonds Required/Segregation of Funds.** In the event the Board of Directors delegates powers of the Board relating to the collection, deposit, transfer or disbursement of District funds to the Managing Agent, such Managing Agent shall be required to maintain fidelity insurance coverage or a bond in an amount not less than Fifty Thousand Dollars (\$50,000.00) or such higher amount as the Board of Directors may require. In addition to the foregoing, such Managing Agent shall be required to carry insurance in such amount as the Board determines and workmen's compensation insurance.

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

7.9 **Power to Adopt Rules and Regulations.** The District may adopt, amend, repeal, and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the use and enjoyment of District Properties, and the use of any other property within the Common Interest Community, including Lots. Any such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Each Member shall comply with such Rules and Regulations and shall see that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

7.10 **Power to Enforce Declaration and Rules and Regulations.** The District shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause such compliance by each Member and each Person claiming by, through, or under such Member ("Related User"). Without limiting the generality of the foregoing, the District shall have the power to enforce the provisions of this Declaration and the Rules and Regulations by any one or more of the following means: (a) by immediate entry upon any property within the Common Interest Community without notice, without liability to the Owner thereof or the District, for the purpose of enforcement or causing compliance with this Declaration or the Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by levying and collecting a Reimbursement Assessment against any Member for breach of this Declaration or the Rules and Regulations by such Member or Related User of such Member; (e) by filing a lien on the property of the Owner in default; and (f) uniformly assessing fines and penalties, established in advance in the Rules and Regulations of the District, on any Member or Related User for breach of this Declaration or the Rules and Regulations by such Member or Related User of such Member.

7.11 **General Powers.** The District shall have all of the ordinary powers and rights of a special district formed under the Colorado Special District Act, including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the District's Service Plan or Bylaws. The District shall also have the power to do any and all lawful things which may be authorized, required, or permitted to be done under this Declaration or the District's Service Plan or Bylaws and to do and perform any and all acts which may be necessary or desirable for or incidental to, the exercise of any of the express powers or rights of the District under this Declaration and the District's Service Plan or Bylaws.

7.12 **Powers Provided by Law.** In addition to the above-referenced powers, the District shall have full power to take and perform any and all actions which may be lawfully taken by the District under the Colorado Special District Act and to the extent required to fulfill the purpose set forth herein, the Colorado Common Interest Ownership Act, as the same may be amended from time to time.

ARTICLE 8

ASSESSMENTS, INTEREST, AND PENALTIES

8.1 **Reimbursement Assessments.** The Board of Directors may, subject to the provisions hereof, levy a Reimbursement Assessment against any Lot if the willful or negligent failure of a Member, or a Person acting by or through a Member, to comply with the Governing Documents results in the expenditure of funds by the District including, but not limited to, court costs and attorneys' fees. Such Assessment shall be known as a Reimbursement Assessment. The amount of the Reimbursement Assessment shall be due and payable to the District thirty (30) days after notice is delivered by the District to the Member regarding the Reimbursement Assessment. A Member shall be entitled to Notice and Hearing prior to the issuance of a Reimbursement Assessment against the Lot by the District.

8.2 **Interest.** Any Reimbursement Assessment, or Installment of Reimbursement Assessment, which is not paid when due shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date.

8.3 **Penalties for Violations of the Declaration.** In addition to Reimbursement Assessments to recover costs and expenses incurred by the District, the District may assess penalties on a Lot, after notice and an opportunity for a hearing is provided to the Owner of such Lot, for violations of this Declaration pursuant to the District's policies and procedures and C.R.S. 38-33.3-303.

8.4 **Remedies to Enforce District Charges.** Each Reimbursement Assessment, Penalty and Interest charge (collectively "District Charges") levied hereunder shall be a separate and distinct debt attached to the Lot. In the event of a default in payment of any District Charges or installment thereof, the Board may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the District by suit or by the assessment of penalties and/or foreclosure of the District's perpetual lien on the Lot as hereinafter provided.

8.5 **Lawsuit to Enforce District Charges.** The Board may bring a suit at law to enforce payment of any District Charges. Any judgment rendered in such action shall include any interest, penalties, and other costs of enforcement, including reasonable attorneys' fees in the amount as the court may adjudge, against the Lot.

8.6 **Lien to Enforce District Charges.** The lien of the District under this Section is a perpetual lien which shall have such priority as set forth in C.R.S. 32-1-1001(1)(j)(l). This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the District under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said District Charges or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of District Charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any District Charges thereafter becoming due, nor from the lien thereof.

ARTICLE 9

MISCELLANEOUS

9.1 **Term of Declaration.** Unless amended as herein provided, each provision contained in this Declaration shall continue and remain in full force and effect until December 31, 2056, and thereafter shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Members holding at least sixty-seven percent (67%) of the voting power of Members of the Community entitled to vote. In the event this Declaration is terminated, the termination of this Declaration shall be evidenced by a termination agreement ("Termination Agreement"), or ratification thereof, executed by the requisite number of Owners. The Termination Agreement shall specify a date after which the Termination Agreement will be void unless recorded before such date. The Termination Agreement shall be recorded and the termination of this Declaration shall be effective upon such recording.

9.2 **Amendment of Declaration by Property Owners.** Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended upon approval of the amendment by Owners holding at least 67% of the properties within the community. The approval of any such amendment or repeal shall be evidenced by a certification executed by the requisite number of property owners. The amendment shall be effective upon the recordation of a certificate, executed by the President of the Board of Directors certifying that at least 67% of the Owners of property within the community, based upon one vote per lot owned, has approved the Amendment. Any amendment to the Declaration made hereunder shall be effective only when recorded.

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

9.4 **Persons Entitled To Enforce Declaration.** The District, acting by authority of the Board, and any Owner of a Lot in the Community shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration against any property within the Common Interest Community and the Owner thereof: The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Declaration.

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

9.6 **Enforcement of Self-Help.** The District, or any authorized agent of the District, may enforce, by self-help, any of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration to the fullest extent permitted by this Declaration and the law.

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

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

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

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

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

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

9.13 **Colorado Common Interest Ownership Act.** In the event that any of the terms and conditions of this Declaration are in conflict or inconsistent with the terms and conditions of the Colorado Common Interest Ownership Act or Title 32 C.R.S., the terms and conditions of the Act or Title 32 C.R.S. shall control. All terms and provisions contained herein, to the extent possible, shall be construed in accordance with the terms and provisions of the Act or Title 32 C.R.S.

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

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

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

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

9.18 **DISCLAIMER REGARDING SAFETY.** THE DISTRICT HEREBY DISCLAIMS AN OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMON INTEREST COMMUNITY. ANY OWNER OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY ACKNOWLEDGES THAT THE DISTRICT IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE SERVICE PLAN, AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMON INEREST COMMUNITY.

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

ARTICLE 10

ALTERNATIVE DISPUTE RESOLUTION

10.1 **Alternative Method for Resolving Disputes.** The District, its officers, and directors, all Owners and Members or other parties subject to this Declaration (each a "Bound Party") agree to encourage the amicable resolution of disputes involving any Bound Party without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 10.2 (collectively "Claims") to the procedures set forth in Section 10.3.

10.2 **Claims.** Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of improvements on the Property shall be subject to the provisions of Section . Notwithstanding the foregoing sentence, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section (collectively "Claims Exempt from Dispute Resolution"):

(a) Any suit or action by the District against any Bound Party for delinquent Reimbursement Assessments);

(b) Any suit by the District to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the District's ability to act under and enforce the provisions of Article 4 (Architectural Approval) and Article 3 (General Restrictions Applicable to Common Interest Community);

(c) Any suit between or among Owners, which does not include the District as a party, if such suit asserts a Claim which would constitute a cause of action independent of this Declaration;

(d) any suit in which any indispensable party is not a Bound Party; and

(e) Any suit as to which any applicable statute of limitations has expired or would expire within 180 days of giving the Notice required by this Article.

10.3 **Mandatory Procedures.**

(a) **Notice.** Any Bound Party initiating a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually referred to as a "Party," or collectively referred to as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) The nature of the Claim, including the Persons involved and Respondent's control in the Claim;

(ii) The legal basis of the Claim (i.e. the specific authority out of which the Claim arises);

(iii) The proposed remedy; and

(iv) The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation and Mediation.**

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation;

(ii) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have an additional thirty (30) days to submit the Claim to mediation under the auspices of an independent mediation service designated by the District, or, if the Parties otherwise agree, to an independent agency providing dispute resolution services with substantial experience with comparable disputes;

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant;

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated; and

(v) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with this Section 10.3 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section 10.3. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

(c) **Termination of Mediation.** Upon Termination of Mediation, Claimant shall thereafter be entitled to submit the matter to binding arbitration. Any arbitration proceeding will: (i) proceed in the State of Colorado; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code); and (iii) be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration District ("AA"). Any arbitration proceeding will be before a single arbitrator. The parties shall use reasonable efforts to agree upon a single arbitrator within ten (10) days after written notice from one party to the other requesting arbitration. If the parties are unable to agree upon an arbitrator within such ten (10) day period, at any time thereafter either party may require that the arbitrator be selected according to the Commercial Arbitration Rules of the AA. The arbitrator will be a neutral attorney who practices in the area of commercial real estate or business law. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any Claim. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. In any arbitration proceeding, the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any prehearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. In any arbitration proceeding, discovery will be permitted and will be governed by the Colorado Rules of Civil Procedure. All discovery must be completed no later than twenty (20) days before the hearing date and within one hundred eighty (180) days of the commencement of arbitration proceedings. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available. The arbitrator shall award costs and expenses of the arbitration proceeding in accordance with the provisions of this Declaration. The laws of the State of Colorado shall apply in any arbitration proceeding, without regard to its conflict of law rules.

10.4 **WAIVER.** BY ACCEPTING A DEED FOR THE DISTRICT PROPERTY OR A RESIDENTIAL UNIT, AS THE CASE MAY BE, THE DISTRICT AND EACH OWNER AGREE TO HAVE ANY DISPUTE RESOLVED ACCORDING TO THE PROVISIONS OF THIS ARTICLE 10 AND WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE ANY DISPUTE IN ANY MANNER OTHER THAN AS PROVIDED IN THIS ARTICLE 10. SUCH PARTIES ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL DISPUTES AS PROVIDED IN THIS ARTICLE 10, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH DISPUTES TRIED BEFORE A COURT OR JURY.

The undersigned, being the president and the Secretary of the District hereby certify that the District has obtained written approval of this Declaration from Members holding at least 75% of the voting power of the District entitled to vote or alternatively, a court order entered by the District Court for Adams, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration. Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

Riverdale Dunes Metropolitan District No. 1,
a quasi-municipal corporation

By: Christy R Brown
President

ATTEST:
[Signature]
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing Amended and Restated Declaration was acknowledged before me by Chris Brown, as President of the Riverdale Dunes Metropolitan District No. 1, a Colorado quasi corporation, on this 12 day of January, 2017.

Charles Wolfersberger
Notary Public
My commission expires: Feb. 11, 2018

**CHARLES ROBERT WOLFERSBERGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094017336
MY COMMISSION EXPIRES FEBRUARY 11, 2018**

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing Amended and Restated Declaration was acknowledged before me by Kimberly Rhodes, as Secretary of the Riverdale Dunes Metropolitan District No. 1, a Colorado quasi corporation, on this _____ day of January, 2017.

Charles Wolfersberger
Notary Public
My commission expires: Feb. 11, 2018

**CHARLES ROBERT WOLFERSBERGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094017336
MY COMMISSION EXPIRES FEBRUARY 11, 2018**

Notary Public

EXHIBIT A

Legal Description of Property

PROPERTY SUBJECT TO DECLARATION:

All that real property depicted on that certain Final Plat of Dunes Park, as recorded in the Real Property Records of Adams County on April 12, 2001 at reception No. CO784496 and all of Lot 1, Block, 9 of Dunes Park as was further subdivided in that certain condominium Plat for Dunes Park Townhomes Filed with the Adams County Clerk and Recorder at Reception No. C0874353 on October 17, 2001.

District Property
TRACTS A THROUGH D INCLUSIVE,
TRACTS F, G, H, J, K AND L,
DUNES PARK
COUNY OF ADAMS
STATE OF COLORADO

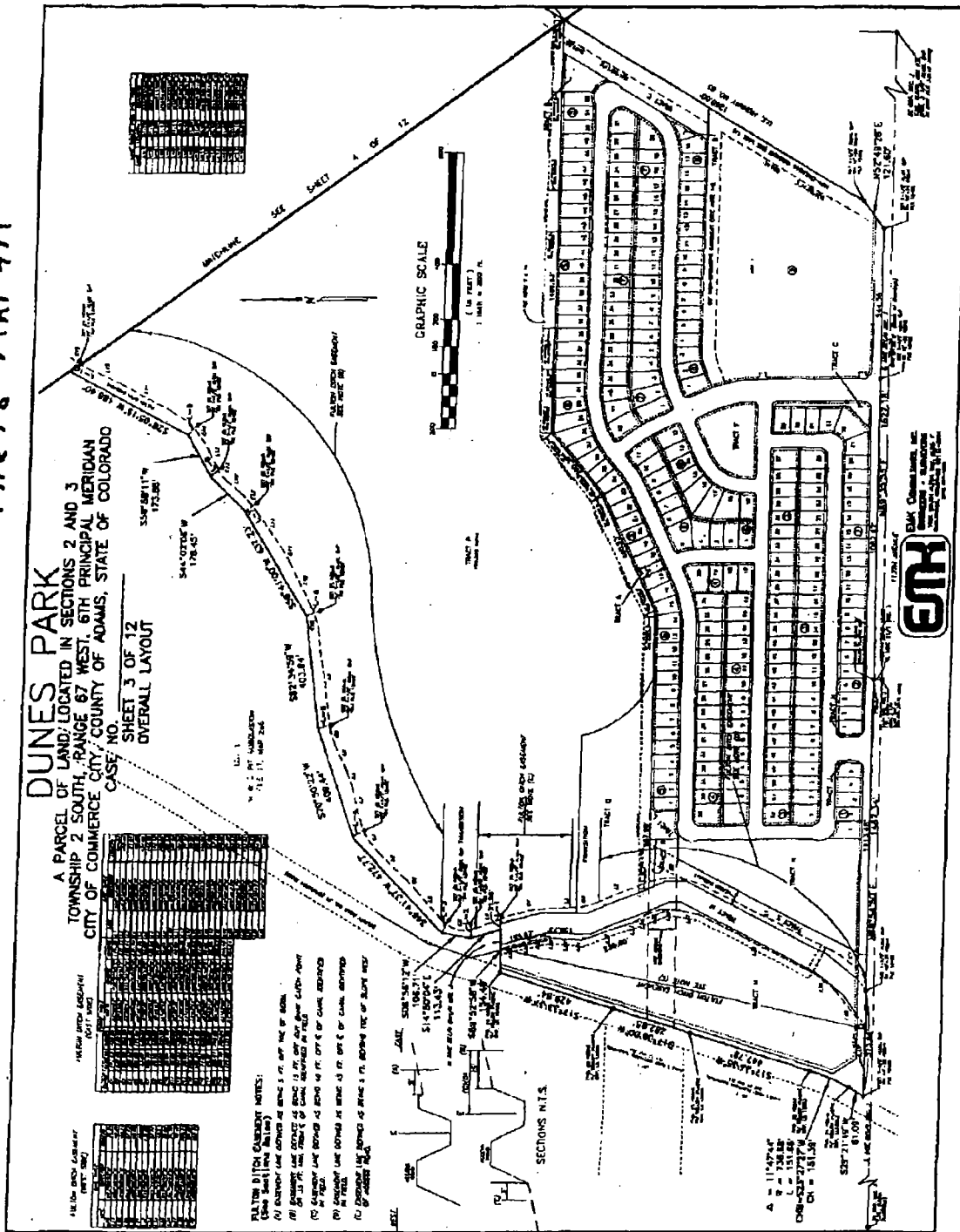
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Type:DEC Stan Martin, Adams County, CO

EXHIBIT B

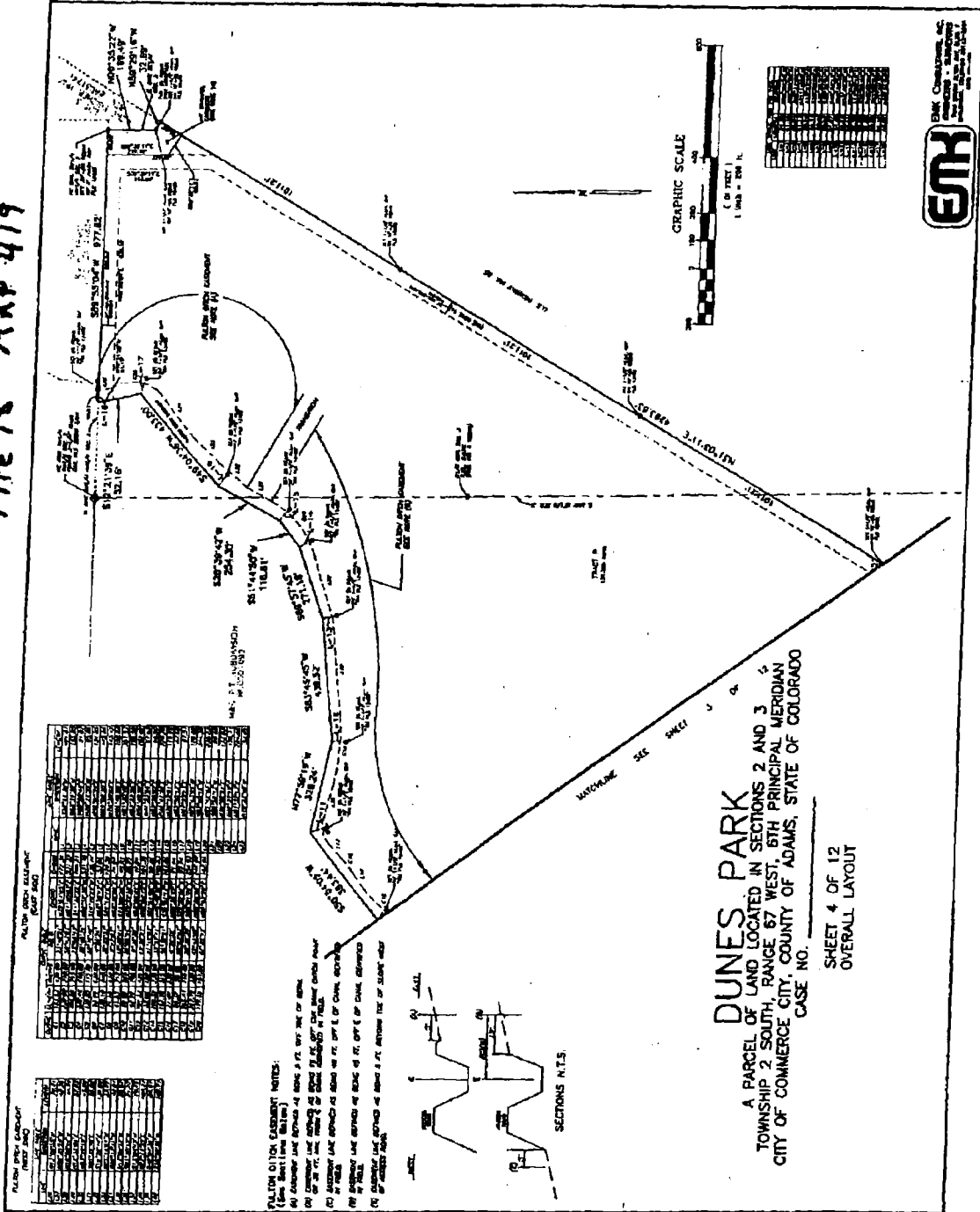
Easements and Licenses

[ATTACHED]

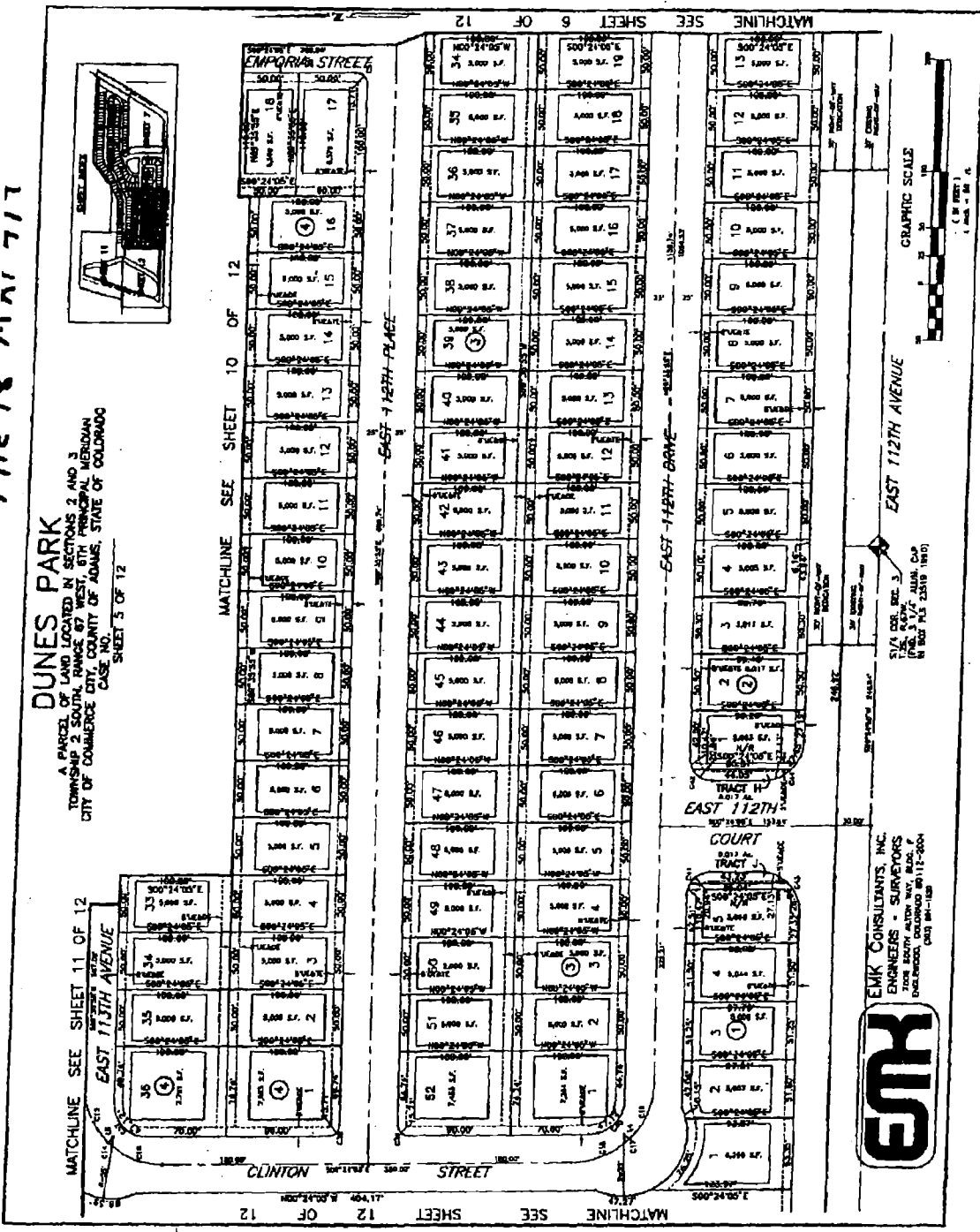
File 18 7147 717



File 18 MAP 419



FILE IS PLAN 717



30

File 18 MAP 417

DUNES PARK

A PARCEL OF LAND LOCATED IN SECTIONS 2 AND 3
TOWNSHIP 2 SOUTH RANGE 07 WEST, 6TH PRINCIPAL MERIDIAN
CITY OF CONCORDIA CITY, COUNTY OF ADAMS, STATE OF COLORADO
CASE NO. 14
SHEET 7 OF 12

MATCHLINE SEE SHEET 8 OF 12

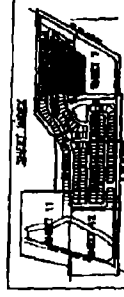
NON-EXCLUSIVE EASEMENT (SEE NOTE 14)

NON-EXCLUSIVE EASEMENT (SEE NOTE 14)

LOT 1
BLOCK 9
11.00 AC.

MATCHLINE SEE SHEET 6 OF 12

U.S. HIGHWAY NO. 85
157'12" BEARING
157'12" BEARING
(SEE NOTE 14)



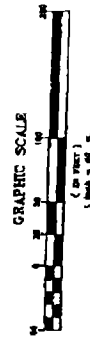
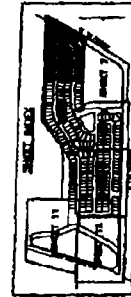
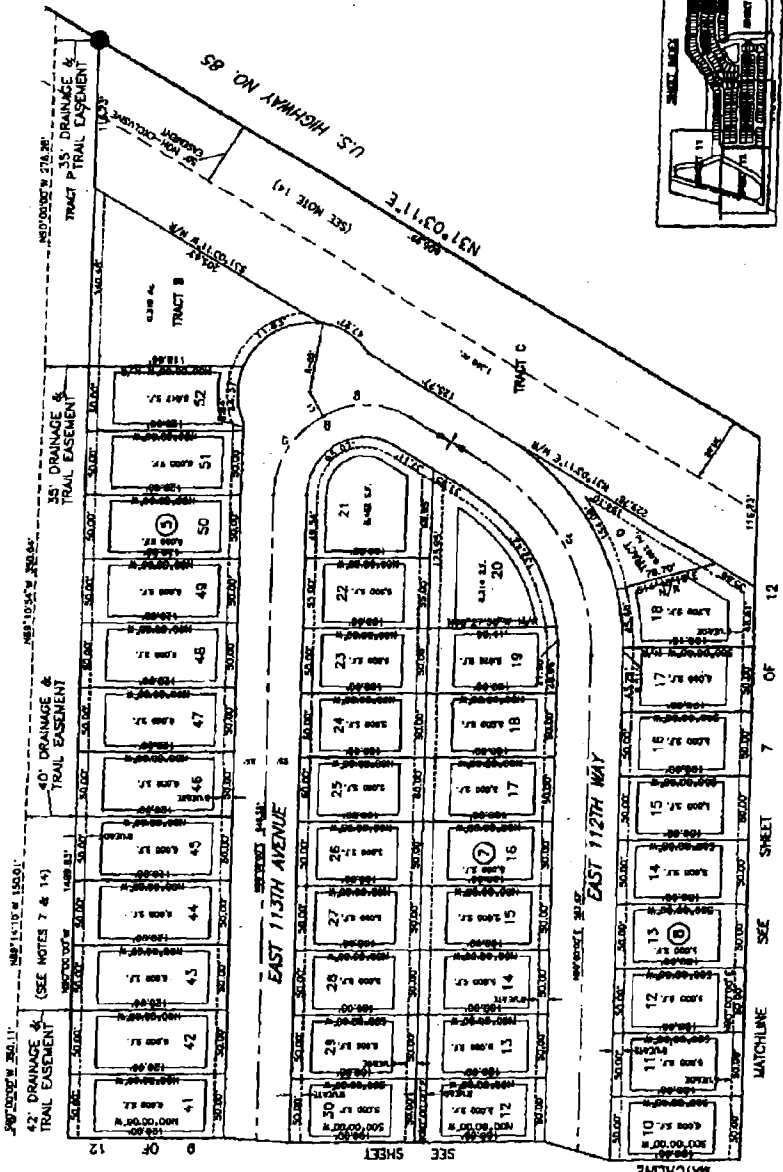
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N89°35'55"E

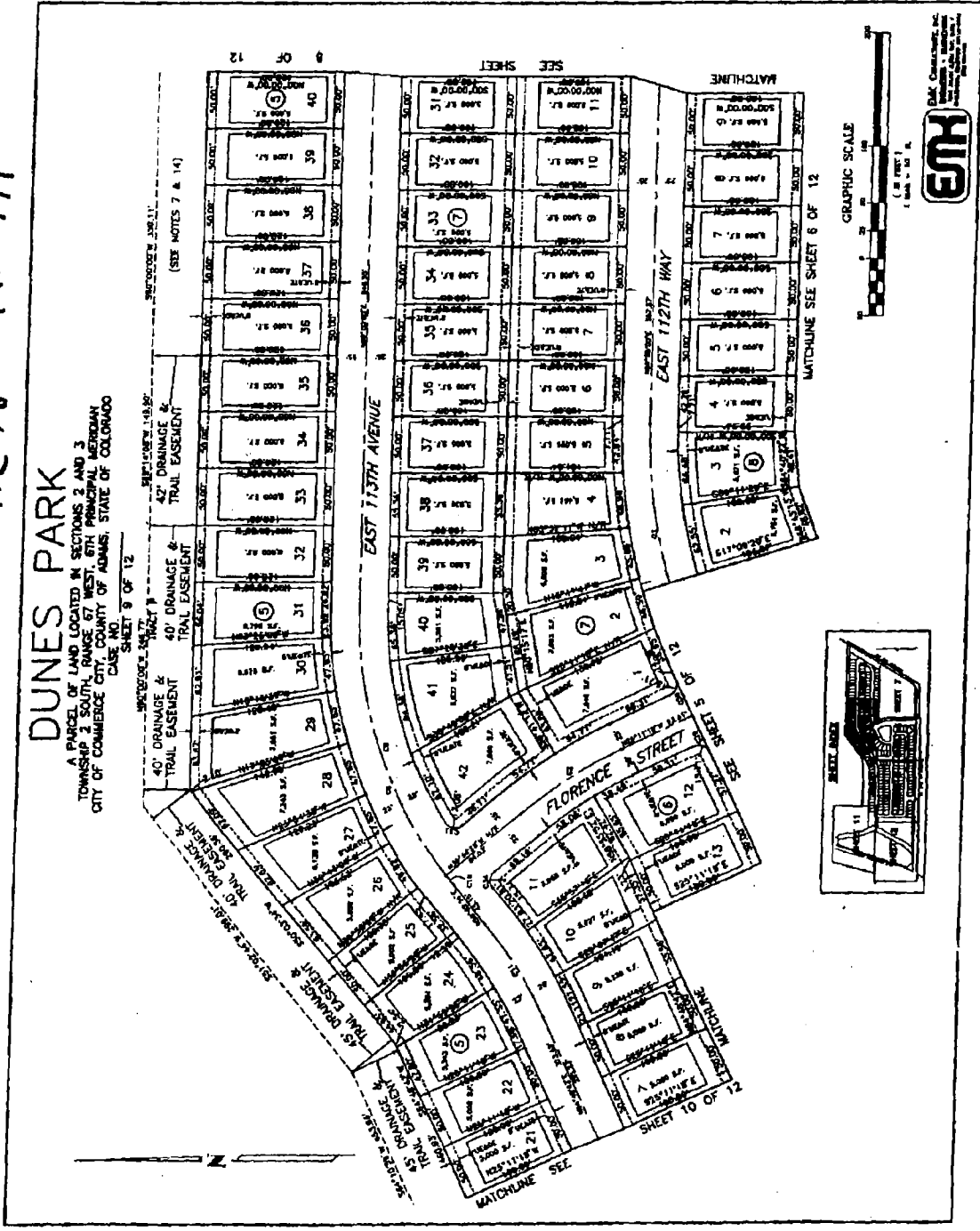
File 18 707717

DUNES PARK

A PARCEL OF LAND LOCATED IN SECTIONS 2 AND 3
TOWNSHIP 2 SOUTH, RANGE 67, WEST, 6TH PRINCIPAL MERIDIAN
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO
CASE NO. 17-0311E
SHEET 8 OF 12



File 18 '11' 111

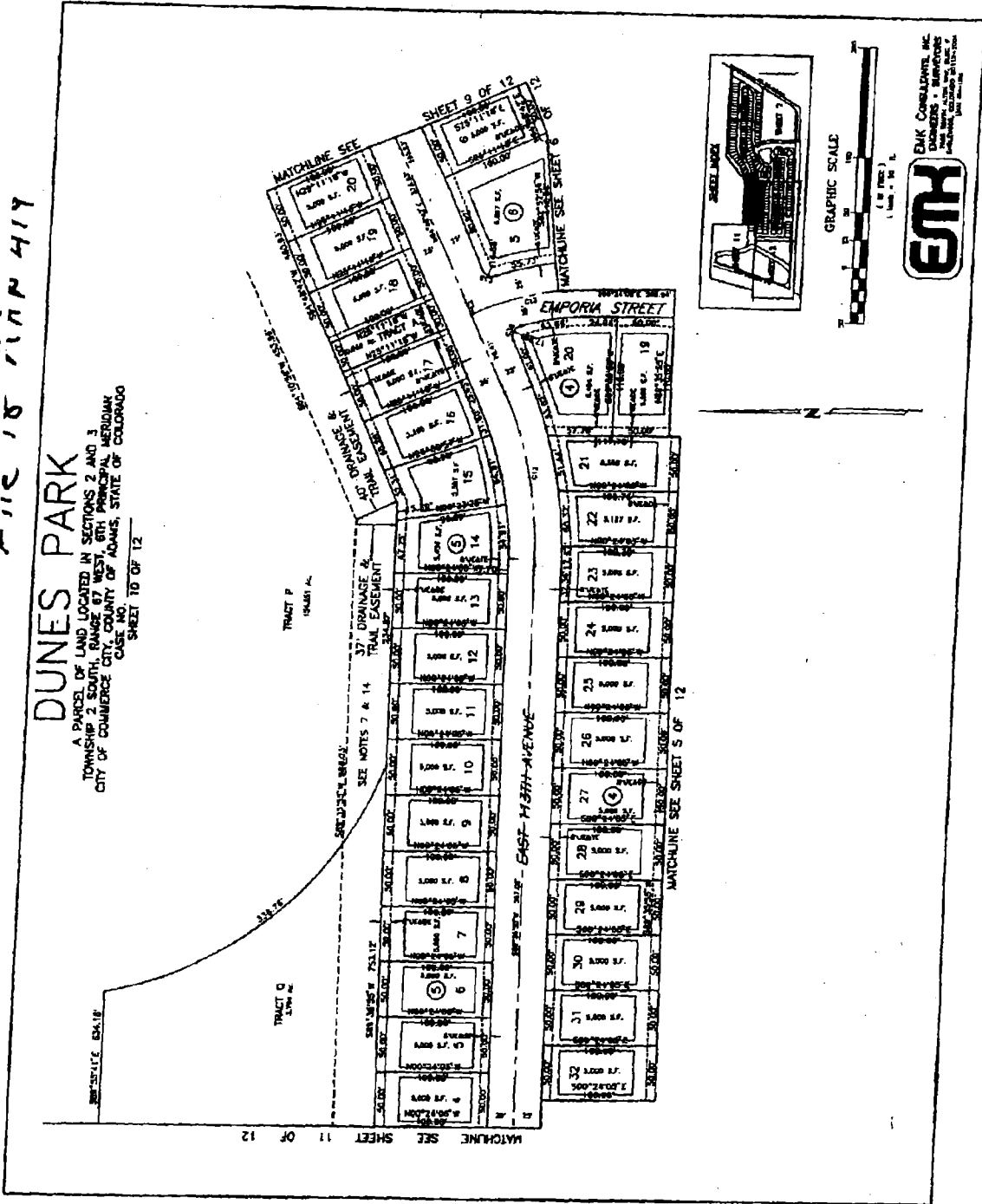


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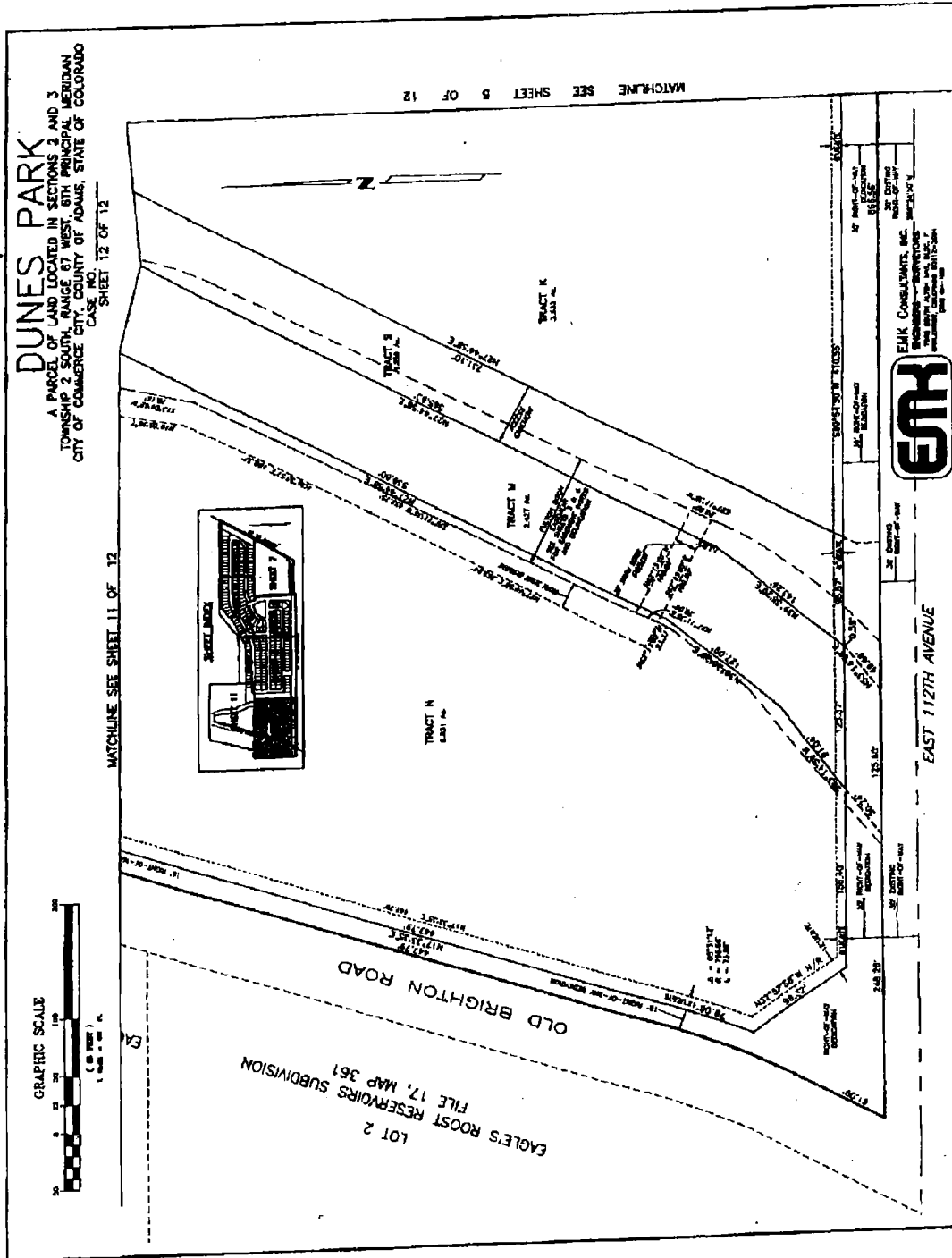
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DUNES PARK

A PARCEL OF LAND LOCATED IN SECTIONS 2 AND 3
TOWNSHIP 2 SOUTH, RANGE 67 WEST, 6TH PRINCIPAL MERIDIAN
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO
CASE NO. _____
SHEET 10 OF 12



File 18 MAP 419



PUD: 3420

CONDOMINIUM PLAT
DUNES PARK TOWNHOMES
 LOT 1, BLOCK 9, DUNES PARK
 LOCATED IN THE SE 1/4 OF SECTION 3, T18, R67W OF THE 6TH P.M.
 CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION AND PROVISIONS

THIS PLAT IS MADE IN ACCORDANCE WITH THE COLORADO CONDOMINIUM ACT, C.R.S. 557. CONDOMINIUM PLATS SHALL BE SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557. THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.

OWNER

STANLEY PROPERTIES, LLC

[Signature] 10/17/01

STATE OF COLORADO

COUNTY OF ADAMS

THE FOREGOING INSTRUMENT WAS RECORDED AFTER THE 15th DAY OF October, 2001, IN THE OFFICE OF THE COUNTY CLERK OF ADAMS COUNTY, COLORADO.

BY *[Signature]* COUNTY CLERK

ATTORNEY'S CERTIFICATE

I, *[Signature]*, an attorney at law licensed to practice in the State of Colorado, do hereby certify that I am the attorney for the owner of the above described premises and that the execution of this instrument is in accordance with the requirements of the Colorado Condominium Act, C.R.S. 557, and that the execution of this instrument is in accordance with the requirements of the Colorado Condominium Act, C.R.S. 557.

VICINITY MAP
SCALE: 1"=3000'

INDEX OF SHEETS

GRID SHEET	SHEET 1
THIS PLAT SHEET	SHEET 2
TOWN PLANNING SHEETS	SHEET 3
FINAL PLAT SHEET	SHEET 4

SURVEYOR'S CERTIFICATE

I, *[Signature]*, a Professional Engineer in the State of Colorado, do hereby certify that I am the registered professional engineer who prepared this plat and that I am duly licensed to practice in the State of Colorado. I am a member of the Professional Engineers Board of the State of Colorado.

[Signature] REGISTERED PROFESSIONAL ENGINEER

CERTIFICATE OF CLERK AND RECORDER

I, *[Signature]*, County Clerk of Adams County, Colorado, do hereby certify that the foregoing instrument was recorded in my office on the 17th day of October, 2001, in accordance with the provisions of the Colorado Condominium Act, C.R.S. 557.

OWNER

STANLEY PROPERTIES, LLC
 1000 WEST 10TH STREET
 DENVER, CO 80202
 (303) 733-1800
 WWW.STANLEYPROPERTIES.COM

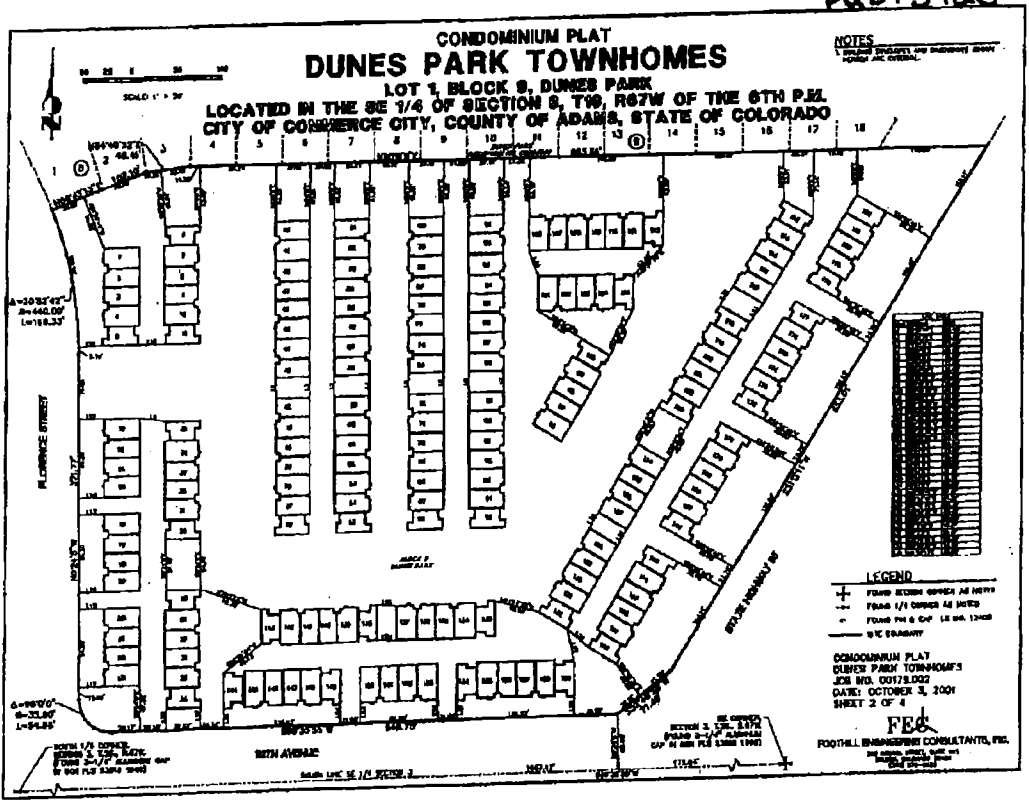
CONDOMINIUM PLAT
 DUNES PARK TOWNHOMES
 JOB NO. 00678.002
 DATE: OCTOBER 3, 2001
 SHEET 1 OF 4

PEC
 PROFESSIONAL ENGINEERING CONSULTANTS, INC.
 200 WEST 10TH STREET
 DENVER, COLORADO 80202
 (303) 733-1800

GENERAL NOTES

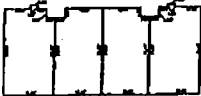
1. THE CONDOMINIUM PLAT IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, AND THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.
2. ANY INSTRUMENT WHICH IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL BE SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, UNLESS OTHERWISE PROVIDED HEREIN.
3. THE CONDOMINIUM PLAT IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, AND THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.
4. THE CONDOMINIUM PLAT IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, AND THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.
5. THE CONDOMINIUM PLAT IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, AND THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.
6. THE CONDOMINIUM PLAT IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, AND THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.
7. THE CONDOMINIUM PLAT IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, AND THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.
8. THE CONDOMINIUM PLAT IS SUBJECT TO THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, AND THE PROVISIONS OF THE COLORADO CONDOMINIUM ACT, C.R.S. 557, SHALL APPLY TO THIS PLAT UNLESS OTHERWISE PROVIDED HEREIN.

PWD: 3420




P&D: 3420


CONDOMINIUM PLAT
DUNES PARK TOWNHOMES
LOT 1, BLOCK 9, DUNES PARK
LOCATED IN THE SE 1/4 OF SECTION 3, T18, R67W OF THE 6TH P.M.
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO




TYPICAL 4-PLEX BUILDING




TYPICAL 5-PLEX BUILDING



TYPICAL 6-PLEX BUILDING



TYPICAL 7-PLEX BUILDING



TYPICAL 8-PLEX BUILDING

CONDOMINIUM PLAT
DUNES PARK TOWNHOMES
JOB NO. 08179.002
DATE: OCTOBER 3, 2001
SHEET 3 OF 4

SCALE: 1" = 10'

FEC
FOOTBALL ENGINEERING CONSULTANTS, INC.
"LICENSED PROFESSIONAL ENGINEERS"

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RECEPTION#: 2017000004093, 01/17/2017 at 08:14:14 AM, 47 OF 51, TD Pgs: 0 Doc
Type:DEC Stan Martin, Adams County, CO

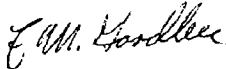
EXHIBIT C
COURT ORDER

[attached]

DISTRICT COURT, ADAMS COUNTY, COLORADO Court Address: 1100 Judicial Center Drive, Brighton, CO, 80601	DATE FILED: January 12, 2017 8:34 AM CASE NUMBER: 2016CV31860
Petitioner(s) DUNES MASTER OWNERS ASSOCIATION INC v. Respondent(s) HOMEOWNERS	△ COURT USE ONLY △
	Case Number: 2016CV31860 Division: C Courtroom:
Order: Order Approving Amended and Restated Declaration, Pursuant to C.R.S. 38-33.3-217(7)	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 1/12/2017



FREDERICK MICHAEL GOODBEE
District Court Judge

<p>DISTRICT COURT, COUNTY OF ADAMS, STATE OF COLORADO</p> <p>Court Address: 1100 Judicial Center Dr. Brighton, CO 80601</p> <p>Phone Number: (303) 659-1161</p> <hr/> <p>Petitioner:</p> <p>Dunes Master Owners Association, Inc., a Colorado nonprofit corporation</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Case Number: 2016CV31860</p> <p>Div.: C</p>
<p>ORDER APPROVING AMENDED AND RESTATED DECLARATION, PURSUANT TO C.R.S. §38-33.3-217(7)</p>	

THIS MATTER comes before the Court for hearing on January 12, 2017. After reviewing the pleadings filed in the matter and considering the statements of Counsel, the Court makes the following Findings of Fact and Conclusions of Law and Orders:

Findings of Fact and Conclusions of Law

1. Dunes Master Owners Association, Inc. ("Association") seeks to amend the Master Declaration of Covenants, Conditions and Restrictions for Dunes Master Owners Association, Inc. recorded in the real property records of the County of Adams, Colorado at Reception No. C0815956, as amended and supplemented by documents of record ("Declaration") by means of a proposed Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Dunes Park Subdivision (the "Proposed Amended and Restated Declaration").
2. The Association notified its Owners of the Proposed Amended and Restated Declaration on October 12, 2015, May 24, 2016, and August 31, 2016.
3. The Members of the Association discussed the Proposed Amended and Restated Declaration (as submitted to the Court in the Petition filed herein) at special meetings of the Association held on November 3, 2015, June 8, 2016, and September 26, 2016.

4. Based on the foregoing, the Association has complied with the notice and meeting requirements set forth in Section 38-33.3-217(7)(a)(I) and (II).

5. At least half of the Members required by the Declaration to approve the Proposed Amended and Restated Declaration have voted for the Proposed Amended and Restated Declaration, pursuant to C.R.S. §38-33.3-217(7)(a)(III).

6. Based on the Petition filed in this case, the Association has not obtained the required consent and approval of the requisite number of Owners, and so, has filed its Petition and caused this matter to come before the Court, as allowed for by state statute.

7. Based on the Certificate of Mailing filed in this case, Notice of the Petition was mailed to all of the Owners within the Association and to the others indicated in a Certificate of Mailing filed in this case.

8. The notice given is in compliance with the requirements of the applicable state statute.

9. A hearing regarding the petition was held, as referred to above, on January 12, 2017, before this Court.

10. The Association has satisfied all of the requirements of C.R.S. §38-33.3-217(7).

11. Neither 33% or more of the Owners nor 33% or more of the lenders with security interests in one or more Lots nor the declarant have filed written objections with the Court prior to the hearing.

12. Neither the Federal Housing Administration nor the Veterans Administration is entitled to vote on the proposed amendment.

13. The Proposed Amended and Restated Declaration presented to the Court does not terminate the Declaration. The preponderance of the evidence and application of plain language of the Declaration indicates that the Proposed Amended and Restated Declaration is an amendment, and not a termination.

14. The Proposed Amended and Restated Declaration presented to the Court does not change the allocated interests of the Owners.

15. The Period of Declarant control has expired and approval of the Declarant is not required.

16. Based upon these Findings of Fact and Conclusions of Law and pursuant

to the requirements of C.R.S. §38-33.3-217(7)(e) and (f), it is hereby:

ORDERED that the Proposed Amended and Restated Declaration is approved by this Court and shall be binding upon all Owners in the Dunes Park Subdivision community and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Declaration upon the recording of the Amended and Restated Declaration, with this Order attached, with the Clerk and Recorders' office for the County of Adams, State of Colorado.

IT IS FURTHER ORDERED that the Association record a copy of the approved Amended and Restated Declaration together with a copy of this Order with the Clerk and Recorder's office for County of Adams, State of Colorado.

DONE this _____ day of _____, 20_____.

BY THE COURT

DISTRICT COURT JUDGE

Attachment to Order - 2016CYS1860