

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BELLE CREEK

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- (Exhibit A - The Community
- Exhibit B - Common Elements
- Exhibit C - Certain Title Exceptions
- Exhibit D - Annexable Area
- Exhibit E - Use Easement Premises

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ADAMS COUNTY 0.00

**MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
BELLE CREEK**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BELLE CREEK ("Master Declaration") is made and entered into by Belle Creek LLC, a Colorado limited liability company ("Master Declarant").

WITNESSETH:

WHEREAS, Master Declarant is the owner of the real property situated in the County of Adams, State of Colorado, which is described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Master Declarant desires to subject and place upon the property described on Exhibit A certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein; and

WHEREAS, a common interest community may be created pursuant to CCIOA (as hereinafter defined) only by recording a declaration executed in the same manner as a deed. The declaration must be recorded in every county in which any portion of the common interest community is located and must be indexed in the grantees index in the name of the common interest community and in the name of the association, and in the grantor's index in the name of each person executing the declaration. No common interest community is created until the plat or map for the common interest community is recorded.

NOW, THEREFORE, Master Declarant hereby declares that a plat which includes the property described on the attached Exhibit A has been recorded and that all of the real property described on that attached Exhibit A shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which shall run with, the above-described property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1.
DEFINITIONS**

Section 1.1. *Active Area.*

"Active Area" means the area of each Residential Lot which is provided for the general use and enjoyment of the Owner of such Residential Lot and on which (or on a portion of which) may now or hereafter be located landscaping, a deck, patio, hot tub, barbecue, chair(s), table(s), patio furniture, fencing, and/or other Improvements, as may be determined from time to time by the Owner of such Residential Lot with Architectural Review Committee approval as required. The approximate location of each Active Area is shown on the Easement Grant and Reservation Map (as hereinafter defined), and shall generally and approximately consist of that portion of the

Residential Lot which lies between the side property line on such Residential Lot and the nearest exterior side wall of the dwelling unit on such Residential Lot, as if such side wall were extended to the front and rear property lines of such Lot, and is adjacent to a burdened Residential Lot (as shown on the Easement Grant and Reservation Map and listed on the attached Exhibit E).

Section 1.2. *Agencies.*

"Agencies" mean the Government National Mortgage Association (GNMA), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development, including the Federal Housing Administration (HUD), the Veterans Administration (VA) or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

Section 1.3. *Allocated Interests.*

"Allocated Interests" means the share of Assessments allocated to each Lot. The Allocated Interest for each Lot shall be a fraction. The numerator of the Allocated Interest for each Lot is: for each Residential Lot, one (1); for each Apartment Lot, one (1) for each Apartment Unit on such Apartment Lot; for each Commercial Lot, the number shall be the greater of one (1) for each 2,000 square feet of building space (based on the BOMA standard of gross space) or one (1) for each 10,000 square feet of land in the Commercial Lot, rounded down to the nearest $\frac{1}{2}$, provided that the numerator for a Commercial Lot shall not be less than $\frac{1}{2}$ nor greater than 5 (for example, if a Commercial Lot contains 1,260 square feet of building space and 4,000 square feet of land, then the numerator of the Allocated Interest for such Commercial Lot would be $\frac{1}{2}$); and for each Mixed Use Lot, the calculation would be made based upon the types of uses that are included in such Mixed Use Lot (for example, if the Mixed Use Lot includes 20 apartment units and 4,000 square feet of building space, then the numerator of the Allocated Interest for such Mixed Use Lot would be 22 ($20 + (4,000 \div 2,000)$)). The denominator of the Allocated Interest for each Lot shall be the total of the numerators for all Lots in the Community from time to time.

Section 1.4: *Annexable Area.*

"Annexable Area" means the property described on Exhibit D attached hereto and incorporated herein by this reference, plus such additional real estate from such locations as the Master Declarant hereby reserves the right to elect in its sole discretion in an amount not to exceed the maximum permitted pursuant to CCIOA.

Section 1.5. *Apartment Lot.*

"Apartment Lot" means a Lot that is designated for apartment uses in this Master Declaration or in any Supplemental Declaration or annexation document(s), and on which one or more structures containing Apartment Units may be constructed from time to time. Until such time as a structure containing Apartment Units is constructed on an Apartment Lot, each Apartment Lot shall be deemed to contain one (1) Apartment Unit. Once a structure containing Apartment Units is constructed on an Apartment Lot, the actual number of Apartment Units on such Apartment Lot from time to time shall be used in calculating the Allocated Interest attributable to such Apartment Lot and the Votes attributable thereto. The Master Declarant reserves the right but not the

obligation to record, at any time and from time to time, a document which affirms the actual number of Apartment Units on any Apartment Lot(s).

Section 1.6. *Apartment Unit.*

"Apartment Unit" means each area of an Apartment Lot which is or may be separately offered for rental or lease by the Owner of such Apartment Lot and is intended for residential occupancy.

Section 1.7. *Architectural Review Committee or Committee.*

"Architectural Review Committee" or "Committee" means the committee appointed by the Master Declarant or by the Master Association to review and approve or disapprove plans for Improvements, as more fully provided in this Master Declaration.

Section 1.8. *Assessment.*

"Assessment" means annual Assessments and special Assessments, which are provided for in this Master Declaration. For purposes of Sections 4.1, 4.9 through 4.13, inclusive, and 14.6 of this Master Declaration, "Assessment" means annual Assessments, special Assessments and late charges, fines, fees, interest, costs, expenses, reasonable attorneys' fees, and any other charges, which are provided for in this Master Declaration.

Section 1.9. *Board of Directors or Board.*

"Board of Directors" or "Board" means the body, regardless of name, designated in this Master Declaration and the Bylaws of the Master Association to act on behalf of the Master Association.

Section 1.10. *Builder.*

"Builder" means any Member other than the Master Declarant who acquires (or has acquired prior to annexation to this Master Declaration) one or more Lots for the purpose of constructing one or more commercial, apartment, or residential structures thereon, and who is designated as a Builder by Master Declarant in its sole discretion from time to time (including the right to withdraw such designation), with such designation to be made by a written instrument duly recorded in the office of the Clerk and Recorder of the County of Adams, Colorado.

Section 1.11. *CCIOA.*

"CCIOA" means the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., as amended.

Section 1.12. *Commercial Lot.*

"Commercial Lot" means a Lot within the Community which is designated for commercial uses in this Master Declaration or in the annexation document covering that Lot or in any other document recorded by the Master Declarant (with the consent of the Owner of that Lot), including any Condominium Unit so designated.

Section 1.13. Common Elements.

"Common Elements" means any property owned or leased by the Master Association other than a Lot (subject to Section 15.7 (Conversions) of this Master Declaration) which exist for the common use of more than one of the Owners (except any Limited Common Elements). The Common Elements at the time of recordation of this Master Declaration are described on Exhibit B attached hereto and incorporated herein by this reference.

Section 1.14. Community.

"Community" means the real estate described on Exhibit A to this Master Declaration, as supplemented and amended from time to time, and with respect to which a Person, by virtue of such Person's ownership of a Lot, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate described in this Master Declaration. The Community is a planned community under CCIOA. The name of the Community is Belle Creek.

Section 1.15. Condominium Building.

"Condominium Building" means any building (including all fixtures and Improvements therein contained) located in the Community and within which one or more Condominium Units are located.

Section 1.16. Condominium Unit.

"Condominium Unit" means the air space contained within the enclosed rooms occupying part of a floor or floors in a Condominium Building, and bounded by the unfinished interior surfaces of the perimeter walls (or the adjoining walls, if two or more Condominium Units adjoin each other), unfinished interior surfaces of floors (or the lowermost floors, if it is a Condominium Unit containing more than one level), unfinished interior surfaces of ceilings (or the uppermost ceilings, if it is a Condominium Unit containing more than one level), and the unfinished interior surfaces of windows and window frames, doors and door frames of a Condominium Building, and which is separately identified on a condominium map. Each Condominium Unit shall be either a Residential Lot or a Commercial Lot, as identified on the annexation document for such Condominium Unit.

Section 1.17. Development Rights.

"Development Rights" means the following rights or combination of rights hereby reserved by the Master Declarant, as such Development Rights are further described in this Master Declaration, to:

- 1.17.1. add real estate to this Community;
- 1.17.2. create Lots, Common Elements and/or Limited Common Elements;
- 1.17.2. subdivide or replat Lots; or
- 1.17.3. withdraw real estate from this Community.

The Master Declarant may exercise its Development Rights in all or any portion of the Community, and no assurances are made as to the boundaries or order of exercise of any such development rights. The Master Declarant's right to exercise Development Rights shall terminate automatically as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights).

Section 1.18. *Easement Grant and Reservation Map.*

"Easement Grant and Reservation Map" means that certain map entitled "Easement Grant and Reservation for Belle Creek Filing 1," as supplemented and amended from time to time (including without limitation additions to the Easement and Reservation Map to add additional filing(s)), the purpose of which is to show the approximate location of the use easements that are provided for in Article 12 hereof, as well as other easement(s). More than one Easement Grant and Reservation Map, or amendment, modification or supplement thereto, is anticipated to be recorded; if so, then the term "Easement Grant and Reservation Map" collectively means all of such maps and amendments, modifications and supplements thereto.

Section 1.19. *Improvements.*

"Improvements" means all improvements, structures, and any appurtenances thereto or components thereof, of every type and kind, and all landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, basketball hoops, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

Section 1.20. *Initially Unoccupied Residential Lots.*

"Initially Unoccupied Residential Lots" means only those Residential Lots which have not been conveyed to the initial Owner other than the Master Declarant.

Section 1.21. *Limited Common Elements.*

"Limited Common Elements" means those parts of the Common Elements which are now or hereafter limited to and reserved for the exclusive use of the Owner(s) of a particular Lot or are limited to and reserved for the common use of the Owners or more than one, but fewer than all, of the Lots. The Limited Common Elements shall be used in connection with the applicable individual Lot to the exclusion of the use thereof by the other Owners, except by invitation. No reference to any Limited Common Elements need be made in any instrument of conveyance, encumbrance, or other instrument.

Section 1.22. *Lot.*

"Lot" means each platted lot, including Apartment Lots, Residential Lots, Commercial Lots, and Mixed Use Lots, shown on any recorded subdivision map of the real property described on the attached Exhibit A, as the same may be resubdivided or replatted from time to time (subject to the restrictions contained in this Master Declaration); and each Condominium Unit; and any

other real property as may hereafter be brought within the jurisdiction of the Master Association, with the exception of the Common Elements, any property owned or leased by a Subassociation, and any publicly dedicated property. Each Lot shall constitute a "unit" under CCIOA and it shall not be necessary to use the term "unit" as a part of a legally sufficient description of a Lot.

Section 1.23. *Lots that May Be Included.*

"Lots that May Be Included" means Seven Hundred Fifty (750) Lots, which shall be the maximum number of Lots that may be subject to this Master Declaration, including the Lots within the property described on the attached Exhibit A and those Lots which may be added if all of the Annexable Area is annexed to this Master Declaration. However, the aforesaid number of Lots that May Be Included is not a representation or a guarantee as to the actual number Lots that will ultimately be included in or constructed as part of the Community.

Section 1.24. *Master Association.*

"Master Association" means Belle Creek Master Association, Inc., a community association as provided in CCIOA.

Section 1.25. *Master Declarant.*

"Master Declarant" means Belle Creek LLC, a Colorado limited liability company, and any other Person(s) acting in concert, to whom the Master Declarant, by recorded document, expressly assigns one or more of the Master Declarant's rights under this Master Declaration (which shall be the extent of the Master Declarant's rights to which such assignee succeeds), and who:

- 1.25.1. As part of a common promotional plan, offers to dispose of to a purchaser such Master Declarant's interest in a Lot not previously disposed of to a purchaser; or
- 1.25.2. Reserves or succeeds to any Special Master Declarant Right.

Section 1.26. *Master Declaration.*

"Master Declaration" means this Master Declaration of Covenants, Conditions and Restrictions of Belle Creek and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, plats and maps.

Section 1.27. *Member.*

"Member" means all Owners of a Lot collectively or, following termination of the Community, of all former Owners entitled to distributions of proceeds under CCIOA or their heirs, personal representatives, successors or assigns. The Master Association shall have one (1) class of membership. Membership in the Master Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Each Lot shall have one (1) membership in the Master Association and there is only one (1) Member per Lot, even if the Lot is owned by multiple Owners.

Section 1.28. *Mixed Use Lot.*

"Mixed Use Lot" means a Lot that includes more than one of the following in combination: residential use; apartment use; and/or commercial use.

Section 1.29. *Owner.*

"Owner" means each fee simple title holder of a Lot, including without limitation, the Master Declarant, Builder, or other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. There may be more than one (1) Owner of a Lot, but only one (1) Member for each Lot. The Owner of an Apartment Lot shall be the Owner for purposes of this Master Declaration, and not the lessees or tenants of the Apartment Units.

Section 1.30. *Passive Area.*

"Passive Area" means the area of each Residential Lot which is not intended for the general use and enjoyment of the Owner of such Residential Lot, and such Owner's family members, tenants, guests and invitees, if such Passive Area is part of a Use Easement Premises subject to the easement(s) that are provided for in Article 12 hereof. The approximate location of each Passive Area is shown on the Easement Grant and Reservation Map, and shall generally and approximately consist of that portion of the Residential Lot which lies between the side property line on such Residential Lot and the nearest exterior side wall of the dwelling unit on such Residential Lot, as if such side wall were extended to the front and rear property lines of such Lot, and is adjacent to a benefited Residential Lot (as shown on the Easement Grant and Reservation Map and listed on the attached Exhibit E).

Section 1.31. *Person.*

"Person" means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any other legal entity recognized under the laws of the State of Colorado.

Section 1.32. *Residential Lot.*

"Residential Lot" shall mean any Lot within the Community designated, in this Master Declaration, in a Supplemental Declaration, or in the annexation document(s) covering that Lot, for single family dwelling purposes, including any Condominium Unit so designated.

Section 1.33. *Security Interest.*

"Security Interest" means an interest in one or more Lots or personal property created by contract or conveyance which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Master Association, and any other consensual lien or title retention contract intended as security for an obligation. For purposes of Section 4.11 of this Master Declaration (Certificate of Status of Assessments) and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.3 of this Master Declaration (General Provisions of Insurance Policies), "Security Interest" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the

United States of America, is the seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the Office of the Clerk and Recorder of the County in which the property is located, show the Administrator as having the record title to the Lot.

Section 1.34. *Security Interest Holder.*

"Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest (including, for purposes of Section 4.11 of this Master Declaration (Certificate of Status of Assessments) and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.3 of this Master Declaration (General Provisions of Insurance Policies), the Administrator of Veterans Affairs, an Officer of the United States of America, and such Administrator's assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records of the Clerk and Recorder of the County in which the property is located, show the said Administrator as having the record title to the Lot), or any successor to the interest of any such Person under such Security Interest.

Section 1.35. *75% Control Period.*

"75% Control Period" means a length of time expiring fifteen (15) years after initial recording of this Master Declaration in Adams County, Colorado. However, the 75% Control Period shall terminate earlier, upon the first to occur of the following events, if any, if any of the following occur within the time period that is specified in the first sentence of this Section: (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than a Master Declarant; (b) two (2) years after the last conveyance of a Lot by the Master Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Lots to the Master Declaration was last exercised.

Section 1.36. *Special Master Declarant Rights.*

"Special Master Declarant Rights" means the following rights, which rights are hereby reserved for the benefit of the Master Declarant, and which rights may be further described in this Master Declaration: to build and complete Improvements in the Community; to exercise any Development Right; to maintain sales offices, construction offices, management offices, and signs advertising the Community and sale of Lots; to use easements through the Common Elements for the purpose of making Improvements within the Community or within real estate which may be added to the Community; to merge or consolidate a Community of the same form of ownership; or to appoint or remove any officer of the Master Association or any Board of Directors member during any 75% Control Period. All of the Special Master Declarant Rights may be exercised by the Master Declarant with respect to any portion of the property now or hereafter within the Community. Master Declarant may exercise any or all of these Special Master Declarant Rights at any time and from time to time. Such rights shall terminate automatically at such time as Master Declarant no longer owns any portion of the Property described on the attached Exhibits A and D.

Section 1.37. *Subassociation.*

"Subassociation" means any Colorado corporation or Colorado limited liability company and its successors and assigns, organized and established or authorized pursuant to, or in connection with, one or more Supplemental Declarations, the membership of which is composed of Owners of Lots within the area covered by the Supplemental Declaration.

Section 1.38. *Supplemental Declaration.*

"Supplemental Declaration" means a written instrument containing covenants, conditions, restrictions, or equitable servitude's, and/or any other provisions, or any combination thereof, which may be recorded on any portion of the property described in the attached Exhibit A and/or any portion of the Annexable Area that is (or has been) annexed to this Master Declaration.

Section 1.39. *Use Easement Premises.*

"Use Easement Premises" means that portion of any Passive Area (as hereinafter defined) that is granted to or reserved for the perpetual, exclusive use of the adjacent Residential Lot, in accordance with and subject to the provisions of Article 12 hereof. An Easement Premises will generally consist of the Passive Area of the Residential Lot on which the use Easement Premises is located and will be next to the Active Area of the adjacent Residential Lot. Those Residential Lots in the Community on which an Easement Premises is planned to be located and those lots in the Community which are planned to benefit from such Easement Premises are listed on Exhibit E attached hereto and incorporated herein by this reference and are further identified on the Easement Grant and Reservation Map. However, the attached Exhibit E and the Easement Grant and Reservation Map are subject to change as provided in this Declaration.

Section 1.40. *Vote or Votes*

"Vote" or "Votes" means the number of votes allocated to each Lot, as follows: for each Residential Lot, one (1); for each Apartment Lot, one (1) for each Apartment Unit on such Apartment Lot; for each Commercial Lot, one (1); and for each Mixed Use Lot, the number of Votes would be based on the types of uses that are included in such Mixed Use Lot (for example, if the Mixed Use Lot includes 20 apartment units and 4,000 square feet of building space, then the Votes for such Mixed Use Lot would be 21 (20 + 1)).

**ARTICLE 2.
MEMBERSHIP AND VOTING RIGHTS**

Section 2.1. *Master Association.*

The Master Association has been or will be formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Master Association shall have the duties, powers and rights set forth in this Master Declaration and in its Articles of Incorporation and Bylaws. As more specifically set forth hereinafter, the Master Association shall have a Board of Directors to manage its affairs; the Board of Directors shall be elected by the Members.

Section 2.2. *Board of Directors.*

The number, term and qualifications of the Board of Directors shall be fixed in the Master Association's Articles of Incorporation and Bylaws. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to officers of the Master Association or to agents and employees of the Master Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Master Association. Action by or on behalf of the Master Association may be taken by the Board of Directors or any duly authorized executive committee, officer, agent or employee without a vote of the Members, except as otherwise specifically provided in this Master Declaration.

Section 2.3. *Voting Rights.*

Each Member shall be entitled to the number of Votes attributable to the Lot(s) owned by such Member, as more fully provided in Section 1.40 of this Master Declaration (Vote or Votes), except that no Votes allocated to a Lot owned by the Master Association may be cast.

ARTICLE 3.

MASTER ASSOCIATION

Section 3.1. *Authority of Board of Directors.*

Except as provided in this Master Declaration, the Articles of Incorporation, or the Bylaws of the Master Association, the Board of Directors may act in all instances on behalf of the Master Association.

Section 3.2. *Election of Part of the Board of Directors During the 75% Control Period.*

No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that May Be Included to Owners other than a Master Declarant or Builder, at least one (1) director and not less than twenty-five percent (25%) of the directors must be elected by the Members casting Votes of Lots not owned by the Master Declarant or a Builder. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that May Be Included to Owners other than Master Declarant or a Builder, not less than thirty-three and one-third percent (33 1/3%) of the directors must be elected by the Members casting Votes of Lots not owned by the Master Declarant or a Builder.

Section 3.3. *Authority of Master Declarant During 75% Control Period.*

Except as otherwise provided in this Article, during the 75% Control Period, the Master Declarant or Persons appointed by the Master Declarant may appoint all officers and members of the Board of Directors, and may remove all officers and members of the Board of Directors which have been appointed by the Master Declarant. The Master Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the 75% Control Period; but, in that event, the Master Declarant may require, for the duration of the 75% Control Period, that specified actions of the Master Association or Board of Directors, as

described in a recorded instrument executed by the Master Declarant, be approved by the Master Declarant before they become effective.

Section 3.4. *Termination of 75% Control Period.*

Not later than the termination of the 75% Control Period, the Delegates casting votes of Lots not owned by the Master Declarant shall elect a Board of Directors, at least a majority of whom must be Owners other than the Master Declarant or designated representatives of Owners other than the Master Declarant. The Board of Directors shall elect the officers.

Section 3.5. *Delivery of Property by Master Declarant.*

After the Delegates other than the Master Declarant elect a majority of the Board of Directors, the Master Declarant shall deliver to the Master Association all property of the Owners and of the Master Association held by or controlled by the Master Declarant, if and to the extent required by CCIOA.

Section 3.6. *Budget.*

Within thirty (30) days after adoption of any proposed budget for the Community, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the Master Association budget to all the Delegates and shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the budget is rejected by the Vote or agreement of Members to which at least ninety percent (90%) of the Votes are allocated, then the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Members must be continued until such time as the Members ratify a subsequent budget proposed by the Board of Directors.

Section 3.7. *Rules and Regulations.*

Rules and regulations affecting, concerning and governing the Lots, Common Elements, and/or this Community may be adopted, amended or repealed from time to time by the Board of Directors, and the Board of Directors may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines (in accordance with Section 14.1 of the Master Declaration (Enforcement; Fines)) for the violation of any of such rules and regulations. The rules and regulations may state procedural requirements, interpretations and applications of the provisions of this Master Declaration, including without limitation, blanket requirements, blanket interpretations, and blanket applications. The Board has the authority to adopt or vary one or more rules and regulations that are different for different types of Lots, that is Residential Lots, Commercial Lots, and Apartment Lots. By way of example, and not by way of limitation, the Rules and Regulations may state that "reasonable" as used in Section 10.4 of this Master Declaration (Household Pets) means a specified number of pets. Any rules and regulations that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, this Master Declaration and all provisions hereof.

Section 3.8. *Master Association Books and Records.*

The Master Association shall make available to Owners, prospective purchasers, Security Interest Holders, and insurers or guarantors of any such Security Interest, current copies of this Master Declaration, and the Articles of Incorporation, Bylaws, rules and regulations, books, records and financial statements of the Master Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

Section 3.9. *Information Regarding Security Interests.*

Each Member shall, within twenty (20) days of encumbering such Member's Lot with a Security Interest, and at other times upon request of the Master Association, provide the Master Association with the name and address of such Security Interest Holder, a copy of the instrument(s) creating the Security Interest(s), and the loan number(s) (or other identifying number of such Security Interest(s)). Within twenty (20) days after any change in the name or address of a Security Interest Holder on a Member's Lot, and at other times upon request of the Master Association, such Member shall provide the aforesaid information to the Master Association with respect to each Security Interest held by such Security Interest Holder.

Section 3.10. *Management Agreements and Other Contracts.*

Any agreement for professional management of the Master Association's business or other contract providing for the services of the Master Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days' prior written notice; provided, however, that any such management agreement(s) entered into by the Master Association with a manager or managing agent prior to termination of the 75% Control Period shall be subject to review and approval by HUD or VA, if at the time such agreement is entered into, HUD has insurance or VA has a guarantee(s) on one or more Security Interests (and if HUD or VA requires such approval), and shall terminate absolutely, in any event, no later than thirty (30) days after termination of the 75% Control Period.

Section 3.11. *Cooperation with Subassociations, Community Association(s) and/or any Metropolitan District(s).*

The Master Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any Subassociations, any other community association(s) and/or any metropolitan district(s) (including without limitation, special improvement districts and local improvement districts) ("Metropolitan Districts"), to share the costs and/or responsibility for any maintenance, repair, reconstruction, or other matters, to perform maintenance, repair or reconstruction for any Person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers, or others who may perform services for the Master Association and/or any Subassociations, any other community association(s) and/or any Metropolitan District(s), or to otherwise cooperate with any Subassociations, any other community association(s), or any Metropolitan District(s), in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Master Association and/or any

Subassociations, any other community association(s) and/or any Metropolitan District(s), as the Board of Directors may determine in its discretion from time to time. Additionally, the Master Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any Subassociations, any other community association(s) and/or Metropolitan District(s) to collect Assessments, other charges, or other amounts which may be due to any Subassociations, any other community association(s) and/or Metropolitan District(s) and to permit the Subassociations, any other community association(s) and/or Metropolitan District(s) to collect Assessments, other charges, or other amounts which may be due to the Master Association; in any such instance, the Master Association shall provide for remittance to such Subassociations, any other community association(s) and/or such Metropolitan District(s) of any amounts collected by the Master Association or to the Master Association of any amounts collected by such Subassociations, any other community association(s) and/or such Metropolitan District(s).

Section 3.12. *Merger.*

The Master Declarant hereby reserves the right to merge the Master Association with one or more other common interest communities without the approval of any Owner or any other Person. This right shall terminate automatically as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights).

ARTICLE 4. ASSESSMENTS

Section 4.1. *Personal Obligation for Assessments.*

Each Owner of a Lot, including Master Declarant and each Builder, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Master Association any and all Assessments as provided in this Master Declaration; with such Assessments to be established and collected as hereinafter provided. The obligation for such payments by each Owner to the Master Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in this Master Declaration), and without set-off or deduction. All Owners of each Lot shall be jointly and severally liable to the Master Association for the payment of all Assessments attributable to their Lot. Each Assessment shall be the personal obligation of the Owner of such Lot at the time when the amount became due. The personal obligation for delinquent amounts (including Assessments) shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 4.2. *Purpose of Assessments.*

The Assessments levied by the Master Association shall be used to promote the recreation, health, safety and welfare of the residents of the Lots, and for all of those purposes and activities which may be required of the Master Association or which the Master Association may be empowered to pursue pursuant to this Master Declaration or the Articles of Incorporation or Bylaws of the Master Association, or by law; provided, however, that such Assessments levied during the 75% Control Period may not be used for the purpose of constructing capital Improvements but may be used to maintain capital Improvements.

Section 4.3. *Initial Annual Assessment.*

4.3.1. Until the effective date of a Master Association budget ratified by the Members with a different amount for the annual Assessments, as provided above, the amount of the annual Assessment against each Residential Lot shall not exceed Ten and no/100 Dollars (\$10.00) per month and the amount of the annual Assessment against each Apartment Lot shall not exceed Ten and no/100 Dollars (\$10.00) per month per Apartment Unit, and the maximum amount of the initial annual assessment against each Commercial Lot and each Mixed Use Lot shall not exceed ten and no/100 Dollars (\$10.00) per month for each one (1) unit of assessment attributable to such Commercial Lot and Mixed Use Lot as provided in Section 1.3 hereof. The Assessments shall be exclusive of any amounts due to any Subassociation and/or any community association and/or any Metropolitan District and/or any other Person or entity. However, the rate of the Assessments paid by Initially Unoccupied Residential Lots shall be less than those paid by the other Lots, as provided in the next Section.

Section 4.4. *Rate of Assessment.*

4.4.1. Annual and special Assessments shall be sufficient to meet the expected needs of the Master Association and shall be apportioned among the Lots in accordance with their Allocated Interests. Notwithstanding the foregoing, however, the amount of the annual Assessment against the Initially Unoccupied Residential Lots shall be set at a lower rate than that charged against other Lots, because the Initially Unoccupied Residential Lots receive and benefit from fewer services funded by the Assessments than the other Lots. Colorado Revised Statutes §38-33.3-315(3)(b) states that "Any common expense or portion thereof benefiting fewer than all of the units shall be assessed exclusively against the units benefited." Based on this provision, the Initially Unoccupied Residential Lots shall pay annual and special Assessments at the rate of forty percent (40%) of any annual Assessment or special Assessment charged to Lots other than the Initially Unoccupied Residential Lots. The annual Assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired and replaced on a periodic basis, and for the payment of insurance deductibles.

4.4.2. During the 75% Control Period, the Master Declarant may in its discretion, but shall not be required to, cover certain costs of the Master Association by payment of any amount(s), which shall be treated as an advance against Assessments then or thereafter due from the Master Declarant; provided, however, that any such advances which have not been credited against Assessments due from the Master Declarant as of termination of the 75% Control Period shall then be repaid by the Master Association to the Master Declarant, without interest, to the extent that the Master Association has funds in excess of its working capital funds, reserve funds, and operating expenses to date for the calendar year in which the 75% Control Period terminates; and provided further, however, that any of such advances which are not repaid to the Master Declarant shall continue to constitute advances against Assessments then or thereafter due from the Master Declarant until automatic termination of the Special Master Declarant Rights as provided in Section 1.34 of this Master Declaration (Special Master Declarant Rights). If the Master Declarant elects in its discretion to pay any amounts as provided in this subsection, Master Declarant shall not,

under any circumstances, be obligated to continue payment or funding of any such amount(s) in the future.

Section 4.5. *Date of Commencement of Annual Assessments.*

Annual Assessments shall commence at such time as the Board of Directors may determine in its discretion. After any annual Assessment has been made by the Master Association, annual Assessments shall initially not be greater than the amount set forth in Section 4.3 of this Master Declaration (Initial Annual Assessment), and thereafter shall be based on a budget adopted by the Master Association as provided in this Master Declaration. A budget shall be so adopted by the Master Association no less frequently than annually. The annual Assessments shall be due and payable in quarterly installments, in advance, or on such other dates, and with such frequency (which may be other than quarterly, but not less frequently than annually), as the Board of Directors determines in its discretion from time to time, provided that the first annual Assessment shall be adjusted to reflect the time remaining in the first Master Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last payment due.

Section 4.6. *Special Assessments.*

In addition to the annual Assessments authorized in this Article, the Board of Directors may levy, in any fiscal year, with the approval of the Votes of sixty-seven percent (67%) of a quorum, at a meeting duly called for this purpose, a special Assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Common Elements or any property for which the Master Association has repair and/or reconstruction obligations, including fixtures and personal property related thereto, or for repair or reconstruction of any damaged or destroyed Improvements located on said Common Elements or real property, or for the funding of any deficit of the Master Association. Any such special Assessment shall be set against each Lot in accordance with the Allocated Interests set forth in this Master Declaration, except that the rate of special Assessments against Initially Unoccupied Residential Lots shall be set as provided in Section 4.4.1 of this Master Declaration. A meeting of the Members called for the purpose of considering the establishment of a special Assessment shall be held in conformance with Section 4.7 of this Master Declaration (Notice and Quorum for Any Special Assessments). Notwithstanding the foregoing, special Assessments levied during the 75% Control Period may not be used for the purpose of constructing capital Improvements.

Section 4.7. *Notice and Quorum for Any Special Assessments.*

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.6 of this Master Declaration (Special Assessments) shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members entitled to cast sixty percent (60%) of the Votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.8. *Assessments/Charges for Services to Less Than All Lots.*

The Master Association may, at any time from time to time, provide services to any Subassociation or other area(s) (containing less than all of the Lot(s)) in the Community. If such services are not funded by the Master Association's annual or special Assessments, then such services shall be provided, if at all, pursuant to an agreement in writing between the Master Association and such Subassociations or the Owners of the Lots for which such service is to be provided, with such agreement to include a statement and terms for payment of the costs, fees and expenses that are to be paid by such Owners for such services, and which amounts shall include overhead expenses of the Master Association. Services which may be provided by the Master Association pursuant to this Section (and which are not to be provided to all of the Lots) may include, without limitation, (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement and renovation of Improvements or property owned by such Subassociations or Owner(s); (b) the provision of any services or functions to or for such area(s) or Subassociations; (c) the enforcement of the provisions of any Supplemental Declaration or any other document or agreement for, on behalf of, and in the name of the applicable Subassociations or Owners; (d) the payment of taxes or other amounts for a Subassociation or Owners with funds provided by a Subassociation or such Owners; (e) the procurement of insurance for a Subassociation or such Owners; (f) the collection of assessments for, in the name of, and on behalf of any Subassociation; (g) the collection of charges for use of facilities of a Subassociation; and (h) the appointment and supervision of a manager(s) for a Subassociation or area.

Section 4.9. *Lien for Assessments.*

4.9.1. The Master Association has a statutory lien on a Lot for Assessments levied against that Lot or the Owner thereof, including for fines imposed against the Lot's Owner (in accordance with Section 15.1 of this Master Declaration (Enforcement; Fines)). The terms, provisions and policies for fines, including without limitation the amount(s), due date(s) and levying thereof, may be established by the Board of Directors (in accordance with Section 15.1 of the Master Declaration (Enforcement; Fines)), at any time from time to time, by resolution or other action of the Board. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Master Association acceleration of installment obligations.

4.9.2. Recording of this Master Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for Assessments is required. However, the Board of Directors or managing agent of the Master Association may prepare, and record in the county in which the applicable Lot is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the Assessment for the Lot against which it is filed and collected as part and parcel thereof. The Master Association's lien may be foreclosed in like manner as a mortgage on real estate.

Section 4.10. *Priority of Master Association Lien.*

4.10.1. A lien under this Article is prior to all other liens and encumbrances on a Lot except:

 4.10.1.1. Liens and encumbrances recorded before the recordation of the Master Declaration;

 4.10.1.2. A Security Interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the amount(s) due to the Master Association became delinquent; and

 4.10.1.3. Liens for real estate taxes and other governmental assessments or charges against the Lot.

4.10.2. A lien under this Section is also prior to the Security Interests described in the preceding subsection 4.10.1.2 to the extent, if any, provided in CCIOA.

4.10.3. This Section does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Master Association.

4.10.4. The Master Association's lien on a Lot for Assessments shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Master Declaration shall constitute a waiver of the homestead and any other exemption as against said Master Association lien.

Section 4.11. *Certificate of Status of Assessments.*

The Master Association shall furnish to an Owner or such Owner's designee, or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Master Association's registered agent, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Master Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or Security Interest Holder or their designee, delivered personally (including delivery by telefax) or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Master Association shall have no right to assert a lien upon the Lot for unpaid Assessments which were due as of the date of the request. The Master Association shall have the right to charge a reasonable fee for the issuance of such certificates.

Section 4.12. *Effect of Non-Payment of Assessments; Remedies of the Master Association.*

Any Assessment not paid within ten (10) days after the due date thereof shall bear interest from the due date at the rate of twenty-one percent (21%) per annum, or at such lesser rate as may be set from time to time by the Board of Directors, and the Board of Directors may assess thereon a monthly late charge in such amount as may be determined, from time to time, by the Board of

Directors. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. If a judgment or decree is obtained, including, without limitation, in a foreclosure action, such judgment or decree shall include reasonable attorney's fee to be fixed by the court, together with the costs of the action and interest (as provided above) and may include late charges. No Owner may be exempt from liability for payment of any Assessment by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Lot against which the Assessments are made, or because of dissatisfaction with the Master Association or its performance. This Article does not prohibit actions or suits to recover sums for which this Master Declaration creates a lien, nor does this Article prohibit the Master Association from taking a deed in lieu of foreclosure.

Section 4.13. *Surplus Funds.*

Any surplus funds of the Master Association remaining after payment of or provision for Assessments, and any prepayment of or provision for reserves, shall be retained by the Master Association and need not be paid to the Owners or credited to them to reduce their future Assessments.

Section 4.14. *Working Capital Fund.*

The Master Association shall require the first Owner (other than the Master Declarant or a Builder) of any Residential Lot who purchases that Residential Lot from the Master Declarant or a Builder to make a non-refundable contribution to the Master Association in an amount equal to Fifty and no/100 Dollars (\$50.00) (regardless of whether or not Assessments have commenced as provided in Section 4.5 of this Master Declaration (Date of Commencement of Annual Assessments)). Said contribution shall be collected and transferred to the Master Association at the time of closing of the sale by Master Declarant or a Builder of each Residential Lot and shall, until use, be maintained for the use and benefit of the Master Association, including, without limitation, to meet expenditures or to purchase additional equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due. Upon the sale of such Owner's Residential Lot, an Owner shall be entitled to reimbursement at closing (in the form of a credit on the closing settlement statement) from the purchaser of such Residential Lot (but not from the Master Association) for the portion of the aforesaid contribution to working capital fund which has not been used by the Master Association at the time of conveyance of the Residential Lot by such Owner.

Section 4.15. *Other Charges.*

The Master Association may levy and assess charges, costs and fees for matters such as, but not limited to, the following, in such reasonable amounts(s) as the Board of Directors may determine in its discretion at any time from time to time, including reimbursement of charges that are made to the Master Association by its managing agent or other Person: copying of Master Association or other documents; return check charges; charges for telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Lot; charges for notices and demand letters; and other charges incurred by the Master Association for or on behalf of any Owner(s).

Section 4.16. *Charges for Misconduct.*

If any Master Association expense is caused by the misconduct of any Owner, as determined by the Board of Directors, the Master Association may assess that Master Association expense exclusively against such Owner and such Owner's Lot.

**ARTICLE 5.
ARCHITECTURAL REVIEW COMMITTEE**

Section 5.1. *Composition of Committee; Appointment and Authority of Representative.*

5.1.1. The Architectural Review Committee shall consist of three (3) or more persons appointed by the Board of Directors; provided, however, that until automatic termination of the Special Master Declarant Rights as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights), the Master Declarant may appoint the Architectural Review Committee. The power to "appoint" the Architectural Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Architectural Review Committee; appoint member(s) to the Architectural Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the appointor.

5.1.2. The Committee may at any time, from time to time, appoint a representative to act on its behalf. If the Committee does so, then the actions of such representative shall be the actions of the Committee, subject to the right of appeal as provided below. However, if such a representative is appointed by the Committee, then the Committee shall have full power over such representative, including without limitation the power to at any time withdraw from such representative any of such representative's authority to act on behalf of the Committee and the power to at any time remove or replace such representative.

Section 5.2. *Review and Approval by Committee; Reimbursement for Expenses; Requirement for Approval by Governmental Entities.*

5.2.1. Except as provided in Sections 5.13 (Variance) and 5.16 (Master Declarant's Exemptions) of this Master Declaration, no Improvements shall be constructed, erected, placed, planted, applied or installed upon any Lot unless complete plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee), shall have been first submitted to and approved by the Architectural Review Committee.

5.2.2. The Architectural Review Committee shall exercise its reasonable judgment to the end that all Improvements conform to and harmonize with the existing surroundings, residence, landscaping and structures.

5.2.3. In its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant(s) reimburse the Committee for the actual expenses incurred by the Committee in the review and approval process. Such amounts, if any, shall be levied in addition to the Assessment against the Lot for which the request for Architectural Review Committee approval was made, but shall be subject to the Master Association's lien for Assessments and subject to all other rights of the Master Association for the collection of such Assessments, as more fully provided in this Master Declaration.

5.2.4. In addition to the required approvals by the Architectural Review Committee as provided in this Article, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by Commerce City, Colorado, if required, shall be a precondition to commencement of any construction or alteration of, addition to or change in any Improvement.

Section 5.3. *Delegation (and Acceptance) of Architectural Review and Approval.*

The Master Declarant, during the time when the Master Declarant has the right to appoint the Architectural Review Committee, and the Board thereafter, may delegate any or all design review and/or approval functions pursuant to this Master Declaration to an architectural/Architectural Review Committee appointed by one or more Subassociations, and may accept from an architectural/Architectural Review Committee appointed by one or more Subassociations, delegation of any or all review and/or approval functions of such architectural/Architectural Review Committee(s). The party with the right to appoint the Architectural Review Committee may, at any time, determine to reclaim the delegated rights. To reclaim the delegated rights, written notice must be given to the Board of Directors of any Subassociation to which such rights were delegated, that such right is being reclaimed by the Master Association, and the reclamation shall be effective upon receipt of the notice by the Board of Directors of the Subassociation. No delegation of design review and/or approval to any Subassociation shall constitute a waiver of the Master Association's right of design review and/or approval as provided in this Master Declaration.

Section 5.4. *Procedures.*

The Architectural Review Committee shall decide each request for approval within forty-five (45) days after the complete submission of all plans, specifications and other materials and information which the Committee may require in conjunction therewith. If the Architectural Review Committee fails to decide any request within forty-five (45) days after the complete submission of all plans, specifications, materials and other information with respect thereto, then such request shall be deemed to have been denied by the Committee.

Section 5.5. *Design Guidelines.*

The Architectural Review Committee, with the advice of the Board of Directors, may, at any time from time to time, enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce, a manual of Design Guidelines for the Community, or other design or architectural guidelines, to interpret and/or implement any provisions of this Article and the Master Declaration. Without limiting the generality of the foregoing, such provisions may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Committee, may state procedural requirements, or may specify acceptable Improvement(s) that may be installed without the prior approval of the Architectural Review Committee. Any architectural or design guidelines so adopted by the Committee shall be consistent, and not in conflict, with this Article and this Master Declaration.

Section 5.6. *Vote and Appeal.*

A majority vote of the Architectural Review Committee is required to approve a request for approval pursuant to this Article, unless the Committee has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the Architectural Review Committee decides a request for architectural approval which is adverse to the applicant, then the applicant shall have the right to an appeal of such decision to the full Committee, upon a written request therefor submitted to the Committee within thirty (30) days after such decision by the Committee's representative.

Section 5.7. *Prosecution of Work After Approval.*

After approval of a request for architectural approval, the work to complete the same shall be accomplished as promptly and diligently as possible and in complete conformity with the approval. Failure to complete the proposed Improvement within (1) year after the date of approval of the application therefor (except as to Builders who shall not be subject to such 1-year limitation), or to complete the Improvement in accordance with the description and materials furnished to the Committee and the conditions imposed with such approval, shall constitute a violation of this Article; provided, however, that the Architectural Review Committee, in its discretion, may grant extensions of time for completion of any proposed Improvements.

Section 5.8. *Notice of Completion.*

Upon completion of the Improvement, the applicant for approval of the same ("Applicant") shall give a written "Notice of Completion" to the Architectural Review Committee. Until the date of receipt of such Notice of Completion, the Committee shall not be deemed to have notice of completion of any Improvement on which approval has been sought and granted as provided in this Article.

Section 5.9. *Inspection of Work.*

The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement prior to, during or after completion of the same, in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with this Article and any approval therefor granted by the Committee. However, unless the Committee expressly states, in a written document, that an Improvement is being completed or

has been completed in conformance with the approval therefor, no such conformance shall be implied from inspection of the Improvement either during the work or after completion thereof.

Section 5.10. *Notice of Noncompliance.*

If, as a result of inspections or otherwise, the Architectural Review Committee finds that any Improvement has been done without obtaining the approval of the Committee, or was not done in substantial compliance with the approval that was granted pursuant to Section 5.7 (Prosecution of Work After Approval) the Committee shall notify the applicant in writing of the noncompliance; which notice shall be given ("Notice of Noncompliance"), in any event, within sixty (60) days after the Committee receives a Notice of Completion from the applicant. The notice shall specify the particulars of the noncompliance.

Section 5.11. *Correction of Noncompliance.*

If the Architectural Review Committee determines that a noncompliance exists, the applicant shall remedy or remove the same, and return the subject property or structure to its original condition within a period of not more than forty-five (45) days from the date of receipt of the Notice of Noncompliance. If the applicant does not comply with the Committee's ruling within such period, the Committee may, at its option and prior approval of the Board of Directors, record a Notice of Noncompliance against the property on which the noncompliance exists, may remove the non-complying Improvement or may otherwise remedy the noncompliance, and the applicant shall reimburse the Master Association, upon demand by the Board, for all costs and expenses incurred with respect thereto.

Section 5.12. *Records.*

The Architectural Review Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

Section 5.13. *Variance.*

The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article 10 of this Master Declaration (Restrictions), in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or Improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

Section 5.14. *Waivers; No Precedent.*

The approval or consent of the Architectural Review Committee or any representative thereof to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee or any representative thereof as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter.

Section 5.15. *Liability.*

The Architectural Review Committee, and any members thereof, shall not be liable in equity or damages to any Person submitting requests for approval or to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within their jurisdiction hereunder. In reviewing any matter, the Architectural Review Committee shall not be responsible for the safety, whether structural or otherwise of the Improvements submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor any other matters, and any approval of an Improvement by the Architectural Review Committee shall not be deemed an approval of any of the same. No Member or other Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Architectural Review Committee.

Section 5.16. *Master Declarant's Exemption.*

Notwithstanding anything herein to the contrary, until automatic termination of the Special Master Declarant Rights as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights), the Master Declarant shall be exempt from the provisions of this Article except for the requirements to obtain approval from all governmental entities with jurisdiction thereover (as provided in Section 5.2.3 hereof).

ARTICLE 6. INSURANCE

Section 6.1. *Insurance.*

The Master Association shall maintain insurance in connection with the Common Elements. The Master Association shall maintain insurance as required by applicable law or applicable regulation, including CCIOA, which insurance shall include, without limitation, property insurance, commercial general liability insurance, and fidelity coverage. In addition, the Master Association may maintain insurance against such other risks as the Board of Directors may elect from time to time, including, but not limited to, personal liability insurance to protect directors and officers of the Master Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Master Association, and may maintain insurance on such other property and/or against such other risks as the Board of Directors may elect in its discretion from time to time.

Section 6.2. *Worker's Compensation Insurance.*

Subject to the following sentence, if the Master Association performs any work on real property or Improvements thereon, including without limitation any maintenance, repair or replacement, the Master Association shall obtain and maintain worker's compensation insurance. The Master Association need not carry worker's compensation insurance if the work performed by or on behalf of the Master Association is performed by a Person who carries worker's compensation insurance and the Master Association has obtained proof of such insurance. All policies of worker's compensation insurance shall be in conformance with state law.

Section 6.3. *General Provisions of Insurance Policies.*

Except for worker's compensation insurance which shall comply with Section 6.2 of this Master Declaration (Worker's Compensation Insurance), all policies of insurance carried by the Master Association shall comply with this Section. All policies of insurance carried by the Master Association shall be carried in blanket policy form naming the Master Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Master Association. The policy or policies shall contain a standard non-contributory Security Interest Holder's clause in favor of each Security Interest Holder and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until at least thirty (30) days' prior written notice thereof is given to the insured and each Security Interest Holder, insurer or guarantor of a Security Interest. The Master Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including Security Interest Holders, upon request. All policies of insurance carried by the Master Association shall also contain waivers of subrogation by the insurer against any Owner or member of such Owner's household. Further, all policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Master Association.

Section 6.4. *Deductibles.*

The Master Association may adopt and establish written non-discriminatory policies and procedures relating to the responsibility for deductibles. Any loss, or any portion thereof, which falls within the deductible portion of a policy that is carried by the Master Association, shall be borne by the Person who is responsible for the repair and maintenance of the property which is damaged or destroyed, may be apportioned among the Persons sharing in a joint duty of repair and maintenance, and/or may be partly or wholly borne by the Master Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Master Association may determine that a loss, either in the form of a deductible to be paid by the Master Association or an uninsured loss, resulted from the act or negligence of one or more Owners. Upon said determination by the Master Association, any such loss or portion thereof may be assessed to the Owner(s) in question in such amount(s) as the Board of Directors deems appropriate.

Section 6.5. *Payment of Insurance Proceeds.*

Any loss covered by an insurance policy described in Section 6.1 of this Master Declaration (Insurance) must be adjusted with the Master Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Master Association, and not to any Security Interest Holder. The insurance trustee or the Master Association shall hold any insurance proceeds in trust for the Master Association, Owners and Security Interest Holders as their interests may appear. Subject to Section 7.1 of this Master Declaration (Damage or Destruction), the proceeds must be disbursed first for the repair or restoration of the damaged property; and the Master Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored and any budget or reserve deficit funded, or unless the Community is terminated.

Section 6.6. *Master Association Insurance as Primary Coverage.*

If at the time of any loss under any policy which is in the name of the Master Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Master Association policy, such Master Association policy shall be primary insurance not contributing with any of such other insurance. Any such Owner's policy shall also contain waivers of subrogation. An Owner shall be liable to the Master Association for the amount of any diminution of insurance proceeds to the Master Association as a result of policies of insurance of an Owner.

Section 6.7. *Acceptable Insurance Companies.*

Each insurance policy purchased by the Master Association must be written by an insurance carrier which is authorized by law to do business in the State of Colorado. The Master Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.

Section 6.8. *Insurance to be Maintained by Owners.*

An insurance policy issued to the Master Association does not eliminate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Owner's Lot and the Improvements thereon, as well as on all the furnishings and personal property belonging to an Owner, and public liability insurance coverage on each Lot, shall be the responsibility of the Owner of such Lot. Owners shall also be responsible for obtaining any policies of title insurance required in connection with any sale of a Lot other than the purchase by the initial Owner(s) from the Master Declarant. In the event the insurance policies underwritten by different insurers are held by Owners or are held by one or more Owners and the Master Association, then the Owner shall be responsible for ensuring that such Owner's insurer agrees, in the event damage occurs to the covered property, to facilitate payment of the insurance proceeds of such Owner's policies such that the insurer will pay all undisputed proceeds and, as to disputed proceeds, a fraction equal to one divided by the total number of damaged Lots of any disputed proceeds (up to the amount of coverage provided by such insurance), subject to the right of such insurer to recover from the other insurer any such sums for which the other insurer is found to be liable.

Section 6.9. *Annual Review of Insurance Policies.*

All insurance policies carried by the Master Association shall be reviewed at least annually by the Board of Directors to ascertain that the coverage provided by such policies adequately covers those risks intended to be insured by the Master Association.

ARTICLE 7.
DAMAGE OR DESTRUCTION

Section 7.1. *Damage or Destruction.*

7.1.1. Any portion of the Community for which casualty insurance is required to be carried by the Master Association under this Master Declaration which is damaged or destroyed must be repaired or replaced promptly by the Master Association unless:

 7.1.1.1. The Community is terminated;

 7.1.1.2. Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

 7.1.1.3. The Members casting sixty-seven percent (67%) of the Votes, and every Member whose Lot will not be rebuilt, Vote not to rebuild; or

 7.1.1.4. Prior to conveyance of any Lot to a Person other than the Master Declarant, a Security Interest Holder rightfully demands all or a substantial part of the insurance proceeds;

7.1.2. The cost of repair or replacement that is covered by insurance carried by the Master Association, but which is in excess of insurance proceeds and reserves, is an Master Association expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable thereto must be used to restore the damaged area to a condition compatible with the remainder of the Community and, except to the extent that other Persons will be distributees, the remainder of the proceeds must be distributed to all the Owners or lienholders, as their interests may appear, in proportion to the Assessment liability of all the Lots.

Section 7.2. *Use or Distribution of Insurance Proceeds as to Common Elements.*

In the event of damage or destruction to all or a portion of the Common Elements, due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Master Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damaged or destroyed area(s), the Master Association shall levy a special Assessment in the aggregate amount of such insufficiency pursuant to Section 4.6 of this Master Declaration (Special Assessments), but without approval of the Members, and shall proceed to make such repairs or reconstruction. No distributions of insurance proceeds shall be made unless made jointly payable to the Owners and any Security Interest Holders of their respective Lots. The Assessment provided for herein shall be a debt of each Owner and a lien on such Owner's Lot and the Improvements thereon.

Section 7.3. *Use or Distribution of Insurance Proceeds as to Lots.*

Except as otherwise provided in Section 7.1 of this Master Declaration (Damage or Destruction), any damage to or destruction of any structure located on a Lot shall be promptly repaired and reconstructed by the Owner(s) thereof. "Repaired and reconstructed," as used in this

Section, shall mean restoring the structure to substantially the same condition in which it existed immediately prior to such damage or destruction, including having the same boundaries as before. If the Owner(s) of a Lot do not commence repair or reconstruction activities within a reasonable time, as provided above, and diligently pursue the same in conformance with the plans approved by the Architectural Review Committee, then the Master Association may, in its reasonable discretion, after providing the notice required in Section 8.3 of this Master Declaration (Master Association's Right to Repair, Maintain and Reconstruct), enter upon the Lot and complete such repair or reconstruction. If the Members vote not to rebuild any Lot as provided in Section 7.1.1.3 above, that Lot's Allocated Interests are automatically reallocated upon the vote as if the Lot had been condemned as provided in Section 15.15 of this Master Declaration (Eminent Domain), and the Master Association shall promptly prepare, execute and record an amendment to this Master Declaration reflecting such reallocations.

ARTICLE 8. **EXTERIOR MAINTENANCE**

Section 8.1. *Worker's Compensation Insurance.*

The Master Association shall carry, or shall ensure that its contractors carry, worker's compensation insurance as provided in Section 6.2 of this Master Declaration (Worker's Compensation Insurance) at any time that the Master Association performs, or causes to be performed, maintenance, repair or replacement.

Section 8.2. *General.*

8.2.1. Maintenance, repair or replacement of the Common Elements and all Improvements located thereon, and of any drainage structure or facilities, or other public Improvements required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the Master Association, unless such Improvements have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair or replacement or unless such maintenance, repair or replacement has been authorized by law to be performed by one of the Districts, a Metropolitan District (as defined in Section 3.11 (Cooperation with Subassociations, Community Associations and Metropolitan Districts)), a special district or other municipal or quasi-municipal entity. Without limiting the generality of the foregoing, the Master Association shall maintain and repair the Common Elements, and the Improvements thereon. Further, the Master Association may provide such other maintenance, repair and replacement as the Board of Directors deems appropriate from time to time, including without limitation property owned by a Metropolitan District and Improvements located thereon. The costs to be expended for such maintenance and repair shall, subject to Section 8.5 of this Master Declaration (Owner's Acts or Omissions), be collected by the Master Association as Assessments as provided in Article 4 of this Master Declaration (Assessments).

8.2.2. Except as provided in subsections 8.2.1 above, the maintenance, repair and replacement of each Lot, the Use Easement Premises that benefit such Lot (if applicable), and the Improvements thereon, including, without limitation, exterior lighting fixtures on such Lot, shall be performed by the Owner(s) thereof at such Owner's sole cost and

expense. However, the foregoing is subject to the provisions of Section 8.5 of this Master Declaration (Owner's Acts or Omissions).

Section 8.3. *Master Association's Right to Repair, Maintain and Reconstruct.*

In the event any Owner shall fail to perform the maintenance, repair and/or reconstruction obligations in a manner satisfactory to the Board of Directors, the Master Association may, if said failure continues for a thirty (30) day period after written notice to said Owner by the Board, enter upon said Lot subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, repair or reconstruction. The cost of such maintenance, repair or reconstruction shall be the personal obligation of the Owner of the Lot on which such work is performed.

Section 8.4. *Maintenance of and Non-Interference with Grade and Drainage; Irrigation Recommendations Around Foundations and Slabs.*

8.4.1. Each Owner shall maintain the grading on such Owner's Lot (including grading around the building foundation), and the Master Association shall maintain the grading on the Common Elements, at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established drainage. Each Owner and the Master Association agree, for themselves and their successors and assigns, that they will not in any way interfere with or obstruct the established drainage pattern over any real property which they have a duty to maintain, from adjoining or other real property. In the event that it is necessary or desirable to change the established drainage over any Lot or Common Elements, then the party responsible for the maintenance of such real property shall submit a plan to the Architectural Review Committee for its review and approval, in accordance with Article 5 of this Master Declaration (Architectural Review Committee), and any such change shall also be made in accordance with all laws, regulations and resolutions of all applicable governmental entities.

8.4.2. The occupant of a Lot, including the Owner thereof, should not plant flower beds (especially annuals), vegetable gardens and other landscaping which requires regular watering, within five (5) feet of the foundation of the residence or any slab on the Lot. If evergreen shrubbery is located within five (5) feet of any foundation wall or slab, then the Owner of the Lot should water such shrubbery by "controlled hand-watering," and should avoid excessive watering. Further, piping and heads for sprinkler systems should not be installed within five (5) feet of foundation walls and slabs.

8.4.3. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading by the Master Declarant is completed.

Section 8.5. *Owner's Acts or Omissions.*

Notwithstanding anything to the contrary contained in this Master Declaration, in the event that the need for maintenance, repair or reconstruction of the Common Elements, a Lot, or any Improvements located thereon, is caused by the act or omission of any Owner, or by the act or omission of any member of such Owner's family or by a tenant, guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the

personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado. A determination of the act or omission of any Owner, or any member of an Owner's family or a tenant, guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be made by the Master Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

ARTICLE 9. EASEMENTS

Section 9.1. *Easements.*

In addition to any other easements which may be granted or reserved elsewhere in this Master Declaration, the following Sections describe easements to which the Community is or may be subject.

Section 9.2. *Maintenance, Repair and Replacement, Right of Access and Easement.*

Each Owner hereby grants to the Master Association and the other Owners, and to their agents and employees and contractors, a right and easement on, over, across and through such Owner's Lot for maintenance, repair and replacement as provided in this Master Declaration, including without limitation as provided in Article 8 of this Master Declaration (Exterior Maintenance); and access to another Owner's Lot or a Use Easement Premises appurtenant thereto. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on the Common Elements, any other property, or any Lot, the Owner responsible for the damage or expense to avoid damage, or the Master Association if it is responsible, is liable for the cost of prompt repair. The rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owners or occupants of any affected Lot; except that no such notice shall be required in connection with any exterior, non-intrusive maintenance, repair and/or replacement; and except that in emergency situations entry upon a Lot may be made at any time provided that the Owner or occupants of each affected Lot shall be warned of impending emergency entry as early as is reasonably possible. The interior of any residence shall not be subject to the easement granted in this Section.

Section 9.3. *Easement for Access to Common Elements.*

Each Supplemental Declaration shall provide for an easement, to all Members, for access to any Common Elements which are accessible from property now or hereafter owned by the Subassociation. Such easement for access shall be subject to rules and regulations of the applicable Subassociation provided that such rules and regulations shall be uniform as to all Persons who are subject thereto and may not discriminate against the Members. The Community is intended to have private streets which are intended to be owned, maintained, repaired and replaced by one or more Subassociations.

Section 9.4. *Common Elements, Utilities and Drainage Easement.*

9.4.1. Master Declarant hereby reserves a blanket easement upon, across, over and under the Common Elements for utilities and the installation, use, replacement, repair

and maintenance of utilities, including, but not limited to, water, sewer, gas, telephone, electricity, computer cable, and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement it shall be expressly permissible to erect, use, and maintain the necessary facilities, equipment and appurtenances on the Common Elements and to affix, use, repair, and maintain water and sewer pipes, gas, electric, telephone, computer and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Master Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Elements without conflicting with the terms hereof; provided, however, that such right and authority in the Master Declarant shall automatically cease at such time as the Special Master Declarant Rights terminate as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights), at which time said reserved right shall vest in the Master Association. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement(s) on the Common Elements.

9.4.2. In addition to the easements described in Section 9.4.1 above and those easements shown on the plat(s) of the Community, Master Declarant hereby reserves, to itself and to the Master Association, easements for drainage and drainage facilities across the five (5) rear and five (5) side feet of each Lot; provided, however, that if a structure is located on any of the area(s) described in this sentence, then such easement shall be reduced in width to the width of the distance from the nearest Lot line to the exterior wall of the structure on such Lot that is nearest to such Lot line. No Improvements (except fencing or landscaping with the prior written approval of the Architectural Review Committee) shall be placed or permitted to remain on any Lot nor shall any change in grading be permitted to exist which may change the direction of flow or obstruct or retard the flow of water through channels or swales within such rear and side yard drainage easements. Master Declarant reserves to itself and to the Master Association the right to enter in and upon each drainage easements, at any time, to construct, repair, replace or change drainage structures or to perform such grading, drainage or corrective work as Master Declarant or the Master Association may deem necessary or desirable in their sole discretion from time to time; provided, however, that such right and authority in the Master Declarant shall automatically cease at such time as the Special Master Declarant Rights terminate as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights), at which time said reserved right shall vest solely in the Master Association.

Section 9.5. *Easement for Encroachments.*

To the extent that any Lot or Common Elements encroaches on any other Lot or Common Elements, a valid easement for the encroachment exists.

Section 9.6. *Easement for Unannexed Property.*

The Master Declarant hereby reserves, for the use and benefit of the Annexable Area, a non-exclusive, perpetual easement and right-of-way on, over, across and under the Common Elements for utilities and the construction, location, erection, installation, storage, maintenance, repair,

renovation, replacement and use of any utilities Improvements that may now or hereafter serve the Annexable Area or any portion thereof (herein the "Annexable Area Easement"). By virtue of this Annexable Area Easement, the Master Declarant generally intends to provide for utilities services to those portion(s) of the Annexable Area which have not been included, from time to time, in the Community pursuant to Section 15.5 of this Master Declaration (Annexation; Withdrawal). Hence, the Annexable Area Easement shall be in effect for each portion of the Annexable Area, from and after recording of this Master Declaration, but shall cease to be effective as to each portion of the Annexable Area at such time as both of the following have occurred with respect to such portion of the Annexable Area: annexation of such portion of the Annexable Area to this Master Declaration pursuant to the aforesaid Section; and expiration of the Master Declarant's right to withdraw such portion of the Annexable Area from this Master Declaration.

ARTICLE 10. RESTRICTIONS

Section 10.1. *General Plan.*

It is the intention of the Master Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Residential Lots and Apartment Lots. The use of individual Apartment Units or Residential Lots may also be subject to lease terms or other restrictions more restrictive than this Article, which restrictions may be adopted by the Owner of such Lot.

Section 10.2. *Restrictions Imposed.*

This Community is subject to the recorded easements, licenses and other matters listed on Exhibit C, attached hereto and incorporated herein by this reference. In addition, the Master Declarant declares that the referenced portion of the Community shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Master Declaration.

Section 10.3. *Residential Use.*

Subject to Section 15.9 of this Master Declaration (Master Declarant's and Builder's Use), Residential Lots and Apartment Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, the Owner or tenant may use his Residential lot or Apartment Unit to conduct business activities provided that the following conditions are satisfied:

10.3.1. The business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;

10.3.2. The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;

10.3.3. The business does not result in an undue volume of traffic or parking within the Community, which determination may be made by the Board of Directors in its sole discretion from time to time;

10.3.4. The business conforms to all zoning requirements and is lawful in nature; and

10.3.5. The business conforms to any rules and regulations that may be imposed by the Board of Directors from time to time on a uniform basis to protect the peace, tranquility and quality of the Community.

Section 10.4. *Household Pets.*

No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Residential Lots or Apartment Lots; provided, however, that the Owners of each Residential Lot and the tenants of each Apartment Unit may keep a reasonable number of dogs, cats, or other domestic animals which are bona fide household pets, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Lots. The Master Association shall have, and is hereby given, the right and authority to: set a size or poundage limit on pets; regulate the type(s) of pets that are permitted to be kept; determine in its sole discretion that any dog(s), cat(s) or other household pet(s) are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; determine that an Owner is in violation of the leash laws of the applicable jurisdiction and other applicable governmental laws, ordinances, or other provisions related to pets; or determine that an Owner is otherwise in violation of the provisions of this Section. In any of the foregoing instances, the Master Association may take such action or actions as it deems appropriate to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Master Association as a result of such pets.

Section 10.5. *Temporary Structures; Unsightly Conditions.*

Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Residential Lot or Apartment Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located on any Residential Lot or Apartment Lot (including Apartment Units thereon) as to be visible from a street or from any other Lot.

Section 10.6. *Miscellaneous Improvements.*

10.6.1. No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Residential Lot or Apartment Lot (including the Apartment Units thereon) other than a name plate of the occupant and a street number, and except for a "For

Sale," "Open House," "For Rent" or security sign(s) of not more than a total of five (5) square feet; provided however, each Apartment Lot shall be entitled to five (5) square feet of signage for each five (5) Apartment Units located on such Apartment Lot. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Master Declarant and/or any Builder (with the written consent of the Master Declarant) in connection with the sale or rental of the Lots, or otherwise in connection with development of or construction on the Lots, shall be permissible.

10.6.2. No wood piles or storage areas shall be so located on any Residential Lot or Apartment Lot as to be visible from a street or from the ground level of any other Lot.

10.6.3. No types of refrigerating, cooling or heating apparatus shall be permitted on a roof. No such apparatus shall be permitted elsewhere on a Residential Lot or Apartment Lot (including Apartment Lots thereon), except when appropriately screened and approved by the Architectural Review Committee subject to any provisions of the Design Guidelines.

10.6.4. Except as may otherwise be permitted by the Architectural Review Committee, no exterior radio antennae, television antennae, or other antennae, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Residential Lot or Apartment Lot (including the Apartment Units thereon), except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Master Declarant during its sales or construction upon the Lots; and provided further, however, that the requirements of this subsection shall not apply to those "antennae" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended from time to time. As to "antennae" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended, the Master Association shall be empowered to adopt rules and regulations governing the types of "antennae" (including certain satellite dishes) that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996 and/or regulations promulgated thereunder, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

10.6.5. No fences shall be permitted except, subject to any provisions of the Design Guidelines, with the prior, written approval of the Architectural Review Committee and except such fences as may be constructed, installed or located by the Master Declarant in its development of, or construction of Improvements in, the Community.

10.6.6. No wind generators, clotheslines, drying yards, or service yards, shall be constructed, installed, erected or maintained on any Residential Lot or Apartment Lot.

10.6.7. Dog runs shall be permitted only with the prior approval of the Architectural Review Committee, subject to any provisions of the Design Guidelines and shall not be permitted on Apartment Lots.

Section 10.7. *Vehicular Parking, Storage and Repairs.*

10.7.1. No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (excluding pickup trucks that are 1 ton or less), self-contained motorized recreational vehicle, jet ski, or other type of recreational or commercial vehicle or equipment, may be parked or stored on a Residential Lot or an Apartment Lot, or parked or stored on any property visible from the ground level of any other Lot, unless such parking or storage is entirely within the garage area of any Residential Lot or Apartment Lot or will be suitably screened from view by a fence in accordance with the requirements, and prior written approval of, the Architectural Review Committee subject to any provisions of the Design Guidelines, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon.

10.7.2. No recreation vehicles or disassembled or partially disassembled vehicles of any type shall be parked, stored, maintained, or used in the front yard or driveway of any Residential Lot, or parked or stored on any property visible from the ground level of any other Lot, but may only be stored within the fully enclosed garage of that Residential Lot. However, recreation vehicles and motor homes may be temporarily parked for a maximum of three (3) consecutive days in the driveway. Recreation vehicles shall include, but not be limited to, motor homes, pick-up trucks with camper shells, trailers, motorcycles, motorbikes, snowmobiles, jet skis, all terrain vehicles, and other apparatus intended for use on land, water, or the air, and the trailers used for their transportation.

10.7.3. Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community, or parked or stored on any property visible from the ground level of any other Lot. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently registered and licensed; provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of two (2) weeks) or during a period of illness shall not be deemed to be abandoned.

10.7.4. In the event the Master Association shall determine that a vehicle is parked or stored on any Residential Lot or Apartment Lot in violation of subsections 10.8.1, 10.8.2 or 10.8.3 above, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Master Association in its discretion from time to time, the Master Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

10.7.5. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Community unless it is done within completely enclosed

structure(s) which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

Section 10.8. *Nuisances.*

No nuisance shall be permitted in the Community nor any use, activity or practice which is a source of annoyance or embarrassment to, or which offends or disturbs the resident of any Lot or which interferes with the peaceful enjoyment or possession and proper use of any Lot, or any portion thereof, by its residents. As used herein, the term "nuisance" shall include each violation of this Master Declaration, the Articles of Incorporation, Bylaws, rules and regulations, standards and/or guidelines of the Master Association or the Board of Directors, but shall not include any activities of Master Declarant which are reasonably necessary to the development and construction of, and sales activities in, the Community. No noxious or offensive activity shall be carried on in the Community nor shall anything be done or placed in the Community which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Further, no immoral, improper, offensive or unlawful use shall be permitted in the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community, or any portion thereof, shall be observed.

Section 10.9. *No Hazardous Activities; No Hazardous Materials or Chemicals.*

No activities shall be conducted on any Residential Lot, any Apartment Lot, or within Improvements constructed on any Residential Lot or Apartment Lot which are 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 Residential Lot or Apartment Lot (including the Apartment Units thereon) and no open fires shall be lighted or permitted on any Residential Lot or Apartment Lot (including the Apartment Units thereon) except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace, or except such campfires or picnic fires on property which may be designated for such use by the Master Association. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Residential Lot or Apartment Lot (including the Apartment Units thereon) except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

Section 10.10. *No Annoying Light, Sounds or Odors.*

No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Residential Lot or Apartment Lot (including the Apartment Units thereon) which is unreasonably loud or annoying; and no odor shall be permitted from any Residential Lot or Apartment Lot (including Apartment Units thereon) which is noxious or offensive to others. Any exterior lighting installed or maintained on a Residential Lot or Apartment Lot (including Apartment Units thereon) or Improvements(s) shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby property.

Section 10.11. *Restrictions on Trash and Materials.*

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside the residence on any Residential Lot or Apartment Lot (including in the Apartment Units thereon) nor shall any such items be deposited on a street, unless placed in a suitable container suitably located solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

Section 10.12. *Lots to Be Maintained.*

Each Residential and Apartment Lot shall at all times be kept in a clean, sightly and wholesome condition by the Owner thereof. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Residential or Apartment Lot except as necessary during the period of construction or as provided in Section 10.11 of this Master Declaration (Restrictions on Trash and Materials).

Section 10.13. *Leases.*

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Residential Lot or Apartment Lot (including Apartment Units thereon), or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease such Owner's Residential Lot or Apartment Lot (including the Apartment Units thereon), or any portion thereof, as long as all leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Master Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Master Association; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease.

Section 10.14. *Landscaping.*

Within the time frame hereinafter provided, the Owner (other than Master Declarant or Builder) of each Residential Lot shall install landscaping on all unlandscaped portions of such Lot which are not covered by a building or other Improvements in accordance with the applicable landscaping plan for the Community and the applicable Design Guidelines. The Owner, or Subassociation (if provided for in a Supplemental Declaration), shall thereafter maintain all landscaping on such Owner's Lot in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds, and replacement of landscaping. The Owner of each Residential Lot (other than Master Declarant) shall completely landscape such Lot, as aforesaid, within twelve (12) months after conveyance of such Residential Lot to the first Owner thereof (other than the Master Declarant or Builder). Landscaping plans and other required documents shall be professionally done, must meet the applicable zoning guidelines regarding landscaping, shall be in accordance with this Master Declaration and the applicable Design Guidelines, and shall be submitted to the Architectural Review Committee for review and approval, and such approval shall be obtained prior to the installation of any landscaping by or for such Owner. If any Owner fails or refuses to install or maintain landscaping, as hereinabove provided, then the Master Association may, at the direction of the Board of Directors, enter upon such Residential Lot and install or maintain landscaping on such Residential Lot and the Owner thereof

shall be obligated to pay for the same, in accordance with and subject to the provisions of Section 8.3 of this Master Declaration (Master Association's Right to Maintain, Repair and Reconstruct).

Section 10.15. *Alleys*

The alleys in or adjacent to the Community are solely for the purpose of pedestrian and vehicular ingress, egress and access. Without limiting the generality of the foregoing: No parking of any vehicle(s) is permitted in any of the alleys; no trash may be stored or located in any of the alleys; and no objects or Improvements may be placed or stored in any of the alleys.

ARTICLE 11. PROPERTY RIGHTS IN THE COMMON ELEMENTS

Section 11.1. *Owners' Easements of Enjoyment.*

Subject to this Article, every Owner shall have a non-exclusive right and easement for the purpose of access to their Lots and for use for all other purposes, in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 11.2. *Extent of Owners' Easements.*

Subject to the other provisions of this Article, the rights and easements of enjoyment created hereby are subject to the following: the Common Elements may not be used in any manner which violates the statutes, rules, or regulations of any governmental authority with jurisdiction over the Common Elements; and no Owner may place any structure on the Common Elements. In addition, such rights and easements are subject to the following rights of the Master Association:

11.2.1. The right of the Master Association to borrow money for any purpose and to mortgage said property as security for any such loan; provided, however, that the Master Association may not subject any portion of the Common Elements to a Security Interest except in accordance with CCIOA; and

11.2.2. The right of the Master Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

11.2.3. The right of the Master Association to enact, issue, promulgate, amend, repeal, re-enact and publish standards, guidelines, rules and regulations, with which each Member shall strictly comply; and

11.2.4. The right of the Master Association to suspend the voting rights of a Member for any period during which any Assessment against such Member's Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Master Association Bylaws or the rules and regulations of the Master Association; and

11.2.5. The right of the Master Association to dedicate or transfer all or any part of the Common Elements owned by the Master Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless the same is

done in accordance with CCIOA. Notwithstanding the foregoing, the granting of permits, licenses and easements for public utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Community shall not be deemed a transfer within the meaning of this subsection; and

11.2.6. The right of the Master Association, through its Board of Directors, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or Improvements by Owners, other Persons, their family members, guests and invitees, for any purpose(s) the Board of Directors may deem to be useful, beneficial or otherwise appropriate; and

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

Section 11.3. *Use of Common Elements by Master Declarant.*

An easement is hereby reserved by the Master Declarant on, over, under and through the Common Elements as may be reasonably necessary for the purpose of discharging any of Master Declarant's obligations or exercising any Special Master Declarant Rights or other rights of the Master Declarant, and no Owner shall engage in any activity which will temporarily or permanently interfere with the Master Declarant's easements through the Common Elements.

Section 11.4. *Delegation of Use.*

Any Owner may delegate the right of enjoyment to the Common Elements and facilities to the members of such Owner's family, tenants, or contract purchasers who reside on such Owner's Lot.

Section 11.5. *Limited Common Elements.*

Subject to the terms and provisions of this Declaration, every Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Lot, and such right shall be exclusive except as to those Owners with a right to use such Limited Common Elements as provided elsewhere in this Master Declaration.

Section 11.6. *Payment of Taxes or Insurance by Security Interest Holders.*

Security Interest Holders shall have the right, jointly or singly, to pay taxes or other charges or Assessments which are in default and which may or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders making any such payments shall be owed immediate reimbursement therefor from the Master Association.

Section 11.7. *Conveyance or Encumbrance of Common Elements.*

Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Master Association only in accordance with CCIOA and this Master Declaration.

Section 11.8. *Designation of Common Elements.*

Master Declarant in recording this Master Declaration has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities, as provided in this Master Declaration and other applicable documents. The Common Elements owned by the Master Association is not dedicated hereby for use by the general public.

Section 11.9. *Duty to Accept Property and Facilities Transferred by Master Declarant.*

The Master Association shall accept title to any Common Elements, including Improvements thereon, as well as personal property, equipment, and easements, transferred to the Master Association by the Master Declarant, together with responsibility to perform all duties and functions of the Master Association which are set forth in this Master Declaration or otherwise assumed by the Master Association. As of the date of recording of this Master Declaration, interests which are planned to be transferred by the Master Declarant to the Master Association are planned to consist only of fee simple title to Common Elements to be located in the property described on the attached Exhibit A and/or the Annexable Area and/or easements.

ARTICLE 12. USE EASEMENTS ON LOTS

Section 12.1. *General Description of Use Easements.*

Each Residential Lot may have an Active Area and a Passive Area. If a Residential Lot includes a Passive Area, then such Passive Areas will be subject to a use easement as provided in this Article. That is, the Declarant intends to expand the general area for use and enjoyment of a Residential Lot by providing a Use Easement Premises for such Residential Lot so that the useable area of such Residential Lot will essentially be expanded to include the Passive Area of the Residential Lot next door. As a result, those Residential Lots which benefit from a Use Easement Premises will have an expanded use area for their general use, enjoyment, and improvement, all as provided in this Article.

Section 12.2. *Reservation of Use Easements.*

Declarant hereby reserves a perpetual, exclusive easement in accordance with this Article, on, over and across each Use Easement Premises for the benefit of the Residential Lot adjacent to such Use Easement Premises. Not all Residential Lots will be granted the benefit of a Use Easement Premises as provided herein, nor will all Residential Lots be burdened by having a Use Easement Premises located thereon. The listing provided on the attached Exhibit E, and the use easements, as shown on the Easement Grant and Reservation Map, constitute the plans for some of the Residential Lots in the Community, but the Declarant may change any of such designations as to Residential Lots owned by the Declarant which are listed on the attached Exhibit E and/or shown on the Easement Grant and Reservation Map. Notwithstanding the foregoing, at any time, from time to time, as to any Residential Lots owned by Declarant, Declarant may add, remove, or otherwise change the Use Easement Premises or the designations of "Active Area" or "Passive Area" applicable to such Residential Lot or Use Easement Premises, including without limitation

those listed on the attached Exhibit E and/or shown on the attached Easement Grant and Reservation Map, and/or may supplement the attached Exhibit E and/or the Easement Grant and Reservation Map.

Section 12.3. *Purpose of Use Easement Premises.*

The Owner of the Residential Lot that is immediately adjacent to a Use Easement Premises, and also the family members, tenants, guests and invitees of such Owner, shall have the right to use the adjacent Use Easement Premises in a manner that is consistent with this Declaration, to the exclusion of the Owner of the Residential Lot on which such Use Easement Premises is located, except as otherwise provided in this Master Declaration. Subject to compliance with all terms and provisions of this Master Declaration, including without limitation obtaining the prior written approval of the Architectural Review Committee as required, such permitted uses of the Use Easement Premises include those uses permitted by applicable zoning and also include, without limitation, grass, shrubs, plants, flowers, vegetables and trees, construction, location, and use of hot tubs, patios, dog houses, trellises, chairs, tables, patio furniture, fencing, and similar Improvements. The Use Easement Premises may be used as a general recreational, picnic, social and garden area, as though such Use Easement Premises were owned by the Owner of the Residential Lot with a right to use such Use Easement Premises; provided that such Use Easement Premises shall not be used in any manner, at any time, to unreasonably disturb the Owner of the Residential Lot on which the Use Easement Premises is located or such Owner's family members, tenants, guests or invitees, and nothing shall be attached to the exterior wall of the dwelling unit on such Residential Lot on which the Use Easement Premises is located.

Section 12.4. *Side Yard Fencing.*

Side yard fencing is not allowed on the side lot line between structures on those Residential Lots on which a Use Easement Premises is located. /

Section 12.5. *Right of Entry.*

The Owner of a Residential Lot on which a Use Easement Premises is located shall have the right at all reasonable times to enter upon the Use Easement Premises, including the right to reasonably cross over the Active Area that borders on the Use Easement Premises, for the purpose of performing work related to maintenance of the dwelling unit located on the Residential Lot on which the Passive Area is located.

Section 12.6. *Right of Drainage.*

The Passive Area shall have the right of drainage over, across and upon the Use Easement Premises for normal precipitation upon and irrigation of the Residential Lot on which the Passive Area is located, as long as such is done in accordance with the approved drainage plan, and the Owner of the Residential Lot adjacent to such Use Easement Premises shall not do or permit to be done any act which interferes with such drainage.

Section 12.7. *Right of Support.*

The Residential Lot on which the Passive Area is located shall have the right of lateral and subjacent support for the dwelling unit and all Improvements now or hereafter constructed upon such Residential Lot, and no use of the Use Easement Premises shall adversely affect such right of support.

Section 12.8. *Indemnity of Owner of Active Area.*

The Owner of the Passive Area shall indemnify and hold the Owner of the Active Area harmless from damage to any Improvements, shrubs, plants, flowers, vegetables, trees and other landscaping, to the extent the damages result from the right of access reserved to the Owner of the Passive Area onto the Use Easement Premises.

Section 12.9. *Indemnity of Owner of Passive Area.*

The Owner of the Active Area shall indemnify and hold the Owner of the Passive Area harmless from damage to any Improvements now or hereafter constructed, located or erected on the Residential Lot on which such Passive Area is located, and from any personal injury (including death), to the extent that any such damage or injury is caused by use of the Use Easement Premises by the Owner of the adjacent Active Area or by such Owner's family members, tenants, guests and invitees. The Owner of the Active Area shall acquire and keep in force adequate hazard and liability insurance covering the Use Easement Premises.

Section 12.10. *Maintenance of Easement Premises.*

The Owner of the Residential Lot which has the right to use a Use Easement Premises, as provided in this Article, shall be responsible for maintenance, repair and replacement of the Use Easement Premises, and of all improvements that are located thereon by or for the benefit of such Residential Lot, to the same extent as if the Use Easement Premises were a portion of such Residential Lot and owned by the Owner of such Residential Lot. The foregoing shall include, without limitation, watering of landscaping on the Use Easement Premises and maintenance, repair and replacement of any fence that lies on, or borders, the Use Easement Premises.

ARTICLE 13.

SECURITY INTERESTS IN CONDOMINIUM UNITS

Section 13.1. *Applicability of Article.*

Until and unless a Condominium Unit which is designated as a Residential Lot is included within the Community, this Article shall not apply. This Article shall become applicable upon, and only upon, subjection to this Master Declaration of any Condominium Unit which is designated as a Residential Lot.

Section 13.2. *Approval by Members and Security Interest Holders of First Security Interests on Residential Lots.*

Notwithstanding any provisions of this Master Declaration to the contrary, the Master Association shall not:

13.2.1. except as provided by statute, in case of condemnation or substantial loss to the Lots and/or Common Elements, unless it has obtained the prior written approval of the Members casting at least sixty-seven percent (67%) of the votes in the Master Association or of those Security Interest Holders holding at least sixty-seven percent (67%) of the first Security Interests in Residential Lots (based upon one vote for each such first Security Interest owned) in the Community:

13.2.1.1. by act or omission seek to abandon or terminate the Community;

13.2.1.2. change the pro rata interest or obligations of any Lot in order to levy Assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Lot in the Common Elements (however, this requirement will be deemed waived to the extent necessary to allow phasing, add-ons, or annexations in accordance with this Master Declaration);

13.2.1.3. partition or subdivide any Lot;

13.2.1.4. seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Master Association is not a transfer within the meaning of this clause. (However, this requirement will be deemed waived to the extent necessary to allow phasing, add-ons, or annexations, in accordance with this Master Declaration);

13.2.1.5. use hazard insurance proceeds for losses to any property (whether Lots or Common Elements) for other than the repair, replacement, or reconstruction of such property.

13.2.2. Unless it has obtained the consent of Members who represent at least sixty-seven percent (67%) of the total allocated votes in the Master Association, and of Security Interest Holders of first Security Interests in Residential Lots who represent at least fifty-one percent (51%) of the Residential Lots in the Community that are subject to such first Security Interests (and who have submitted a written request that the Master Association notify them of any proposed action requiring the consent of a specified percentage of Security Interest Holders of first Security Interests), add or amend any material provisions of this Master Declaration, the Articles of Incorporation or Bylaws of the Master Association which govern any of the following, provided that the implied approval of any Security Interest Holder of a first Security Interest shall be assumed if such Security Interest Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after such Security Interest Holder receives proper notice of the proposal delivered by certified or registered mail with a "return receipt" requested:

13.2.2.1. voting rights;

13.2.2.2. increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens;

13.2.2.3. reductions in reserves for maintenance, repair, and replacement of the Common Elements;

13.2.2.4. responsibility for maintenance and repairs;

13.2.2.5. reallocation of interests in the Common Elements, or rights to their use;

13.2.2.6. redefinition of any Lot boundaries;

13.2.2.7. convertibility of Lots into Common Elements or vice versa;

13.2.2.8. expansion or contraction of the Community, or the addition, annexation or withdrawal of property to or from the Community;

13.2.2.9. hazard or fidelity insurance requirements;

13.2.2.10. imposition of any restrictions on the leasing of Lots;

13.2.2.11. imposition of any restrictions on an Owner's right to sell or transfer his or her Lot;

13.2.2.12. a decision by the Master Association (if the Community consists of fifty (50) or more Lots) to establish self-management if professional management had been required previously by the Master Declaration, the Articles of Incorporation, or Bylaws of the Master Association, or by a Security Interest Holder of a first Security Interest on a Residential Lot;

13.2.2.13. restoration or repair of the Community (after a damage or partial condemnation) in a manner other than that specified in this Master Declaration, the Articles of Incorporation, or Bylaws of the Master Association; or

13.2.2.14. any provisions that expressly benefit Security Interest Holders of Security Interests on Residential Lots, or insurers or guarantors of Security Interests on Residential Lots.

Section 13.3. *Termination of Legal Status.*

Any action to terminate the legal status of the Community after substantial destruction or condemnation occurs shall be agreed to by Members who represent at least sixty-seven percent (67%) of the total allocated votes in the Master Association and by Security Interest Holders of first Security Interests on Residential Lots who have submitted a written request that the Master Association notify them on any proposed action requiring the consent of a specified percentage of Security Interest Holders of first Security Interests and who represent at least fifty-one percent

(51%) of the votes of the Residential Lots that are subject to such first Security Interests. Termination of the legal status of the Community for reasons other than substantial destruction or condemnation of the Community shall be permitted if agreed to by Security Interest Holders of first Security Interests on Residential Lots who have submitted a written request that the Master Association notify them of any proposed action requiring the consent of a specified percentage of such Security Interest Holders and who represent at least sixty-seven percent (67%) of the votes of the Residential Lots subject to first Security Interests.

Section 13.4. *Notice of Action.*

Upon written request to the Master Association, identifying the name and address of the Security Interest Holder of a first Security Interest on a Residential Lot or insurer or guarantor of the first Security Interest, and the residence address of the Residential Lot which is subject to such first Security Interest, each Security Interest Holder of a first Security Interest on a Residential Lot, or insurer or guarantor of a first Security Interest on a Residential Lot, shall be entitled to timely written notice of:

13.4.1. any condemnation loss or casualty loss which affects either a material portion of the Community or any Residential Lot subject to a first Security Interest held, insured or guaranteed by such Security Interest Holder, insurer or guarantor of a first Security Interest;

13.4.2. any delinquency in the payment of Assessments or charges owed to the Master Association by the Owner of the Residential Lot subject to a first Security Interest held, insured or guaranteed by such Security Interest Holder, insurer or guarantor, when such delinquency remains uncured for a period of sixty (60) days;

13.4.3. any lapse, cancellation or material modification of any insurance policy maintained by the Master Association; and

13.4.4. any proposed action that requires the consent of a specified percentage of Security Interest Holders of first Security Interests on Residential Lots as provided in this Article.

Section 13.5. *Audit.*

At any time after the date when the Community includes at least fifty (50) Lots, the Master Association shall provide an audited statement for the preceding fiscal year to any Security Interest Holder of a first Security Interest on a Residential Lot, insurer or guarantor of any first Security Interest on a Residential Lot, who submits a written request for such audit; and such audit shall be made available within one hundred twenty (120) days of the Master Association's fiscal year end. When the Community consists of fewer than fifty (50) Lots and there is not an audited statement available, any Security Interest Holder of a Security Interest on a Residential Lot will be allowed to have an audited statement prepared at its own expense.

Section 13.6. *Confirmation of Rights of Security Interest Holders of First Security Interests.*

No provision of this Master Declaration, the Articles of Incorporation, or Bylaws of the Master Association give (or are intended to give) any Owner, or any other party, priority over any rights of the Security Interest Holder of a first Security Interest, pursuant to its first Security Interest, in the case of payment to the Owner of insurance proceeds or condemnation awards for losses to or taking of Lots and/or Common Elements.

**ARTICLE 14.
DISPUTE RESOLUTION**

Section 14.1. *Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.*

14.1.1. Each Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims (as defined below) each alleges to have to the procedures set forth in this Article and not to a court of law and acknowledges that it is giving up rights to have such Claims tried before a court or jury.

14.1.2. By acceptance of a deed for a Lot, each Owner agrees to abide by the terms of this Article.

14.1.3. No Claim (as defined below) may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose.

Section 14.2. *Definitions Applicable to this Article.*

For purposes of this Article only, the following terms have the meanings set forth in this Section:

14.2.1. "AAA" means the American Arbitration Association.

14.2.2. "Claimant" means any Party having a Claim.

14.2.3. "Claim" means, except as excluded or exempted by the terms of this Article, any claim, grievance or dispute between one Party and another, regardless of how the same may have arisen or on what it might be based, including without limitation those arising out of or related to (i) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Party under any of the Governing Documents; (ii) the design or construction of Improvements; (iii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Party.

14.2.4. "Governing Documents" means this Master Declaration, the Articles of Incorporation of the Master Association, the Bylaws of the Master Association, and any rules and regulations or design guidelines adopted by the Board of Directors.

14.2.5. "Inspecting Party" means a Party causing an inspection of the Subject Property to be made.

14.2.6. "Party" means each of the following: Master Declarant, its officers, directors, partners, members, employees and agents; the Master Association, its officers, directors and committee members; all Persons subject to this Master Declaration; any builder, its officers, directors, partners, members, employees and agents; and any Person not otherwise subject to this Master Declaration who agrees to submit to this Article.

14.2.7. "Respondent" means any Party against whom a Claimant asserts a Claim.

14.2.8. "Subject Property" means the property being inspected pursuant to the inspection right provided in Section 13.7 of this Master Declaration (Right to Inspect).

14.2.9. "Termination of Mediation" means a period of time expiring thirty (30) days after a mediator has been agreed upon by the parties (however, a mediator shall be selected no later than forty-five (45) days after the Claimant has given notice to the Respondent of the Claim and if the parties are unable to agree on a mediator, one shall be chosen by the AAA) and the matter has been submitted to mediation (or within such other time as determined by the mediator or agreed to by the Claimant and Respondent) and upon the expiration of which the Claimant and Respondent have not settled the Claim.

Section 14.3. *Approval Required for Master Association Actions.*

Except as provided in Section 14.6 of this Master Declaration (Exclusions from "Claim"), the approval of seventy-five percent (75%) of a quorum (as provided in Section 13.4 of this Master Declaration (Notice and Quorum for Master Association Actions)) of the Master Association votes cast by Members voting in person or by proxy at a meeting duly called for this purpose, or voting pursuant to written ballot, must be obtained before the Master Association shall have the power to institute action on any Claim pursuant to this Article, or to make any counterclaim or cross-claim in any lawsuit or other action brought against the Master Association. Such approval must be obtained in accordance with the requirements of Section 14.4 of this Master Declaration (Notice and Quorum for Master Association Actions).

Section 14.4. *Notice and Quorum for Master Association Actions.*

Written notice of any meeting of the Members which includes a vote pursuant to Section 13.3 of this Master Declaration (Approval Required for Master Association Actions) shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. Such written notice, or if the vote is to be by written ballot then such written ballot, shall include the following information:

14.4.1. A statement regarding the nature of the Claim. Such statement shall include, without limitation, the name(s) of the proposed Respondent(s), the basis and reason for the Claim, and any other information necessary to adequately explain the nature of the proposed Claim; and

14.4.2. A good-faith estimate of the costs and fees, including the fees of consultants, expert witnesses and attorneys, reasonably anticipated to be incurred by or for the Master Association in prosecuting the Claim, with such estimate prepared by the primary attorney the Board proposes to have prosecute the Claim on its behalf; and

14.4.3. A statement advising Members that the costs and fees of prosecuting any Claim may substantially increase the amount of Assessments payable by the Owners to the Master Association; and

14.4.4. A good-faith estimate of the manner in which any moneys reasonably anticipated to be recovered from the Claim will be distributed or paid to consultants, expert witnesses, the Master Association, its attorney(s) and any others, prepared by the primary attorney the Board proposes to have prosecute the Claim on its behalf; and

14.4.5. A good faith estimate of the projected time frame for resolution of the Claim; and

14.4.6. All terms and provisions of the agreement between the Master Association and the attorney(s) the Board proposes to have prosecute the Claim.

14.4.7. The presence of Members or of proxies, or if by ballot then receipt by the Master Association of written ballots, entitled to cast sixty-seven percent (67%) of all of the Master Association votes, shall constitute a quorum at any meeting at which the Members vote on approval of any Claim the Master Association wishes to bring.

Section 14.5. *Required Form of Proxy or Ballot.*

Each written proxy, and each ballot, which purports to vote on, or authorize a vote on, approval of the Master Association bringing a Claim shall contain the following statement:

Despite the fact that my annual Assessments may be significantly increased by the costs and fees associated with the proposed claim, I/we APPROVE the authority of the Master Association to bring such claim.

Section 14.6. *Exclusions from "Claim".*

Unless specifically exempted by this Article, all Claims between any of the Parties shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all Parties thereto otherwise agree, "Claim" does not include the following, whether such are brought by lawsuit, counterclaim or cross-claim and the same shall not be subject to the provisions of this Article:

14.6.1. An action by the Master Association to enforce any provision of Article 4 of this Master Declaration (Assessments); and

14.6.2. An action by the Master Association to enforce, or to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other

ancillary relief as a court may deem necessary in order to enforce, any of the provisions of Article 10 of this Master Declaration (Restrictions) or of Article 5 of this Master Declaration (Architectural Review Committee); and

14.6.3. any suit between or among Owners, which does not include Master Declarant or the Master Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

14.6.4. any suit in which any indispensable party is not a Party.

Section 14.7. *Right to Inspect.*

Prior to any Party commencing any proceeding to which another Party is a party, including but not limited to an alleged defect of any Improvement, the Respondent shall have the right to be heard by the Claimant and, if any Claimant is the Master Association, by the Members, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute; provided, however, any correction to, or redesign of, an Improvement shall be made upon terms and conditions acceptable to all affected Parties. In the exercise of the inspection rights contained herein, the Inspecting Party shall:

14.7.1. Be careful to avoid unreasonable intrusion upon, or harm, damage or costs to the affected Party including, without limitation, using its best efforts to avoid causing any damage to, or interference with, any Improvements to the Subject Property;

14.7.2. Minimize any disruption or inconvenience to any person who occupies the Subject Property;

14.7.3. Remove daily all debris caused by the inspection and located on the Subject Property; and

14.7.4. In a reasonable and timely manner, at the sole cost and expense of the Inspecting Party, promptly remove all equipment and materials from the Subject Property and repair and replace all damage, and restore the Subject Property to the condition of the Subject Property as of the date of the inspection unless the Subject Property is to be immediately repaired.

The Inspecting Party shall not permit any lien, claim or other encumbrance arising from the exercise of its right to inspect to accrue against or attach to the Subject Property. The Inspecting Party shall indemnify, defend, and hold harmless the affected Owners and their tenants, guests, employees and agents, against any and all liability, claims, demands, losses, costs and damages incurred, including court costs and attorneys' fees, resulting from any breach of this Section by the Inspecting Party.

Section 14.8. *Mandatory Procedures.*

14.8.1. *Good Faith Negotiations.* The Parties shall make every reasonable effort to meet in person and confer for the purposes of resolving the Claim by good faith negotiation.

Any Party may be represented by attorneys and independent consultants to assist such Party in negotiations and to attend meetings.

14.8.2. *Notice.* Prior to proceeding with any claim against a Respondent, each Claimant shall give a notice to each Respondent, which notice shall state plainly and concisely:

14.8.2.1. the nature of the Claim, including all persons involved and Respondent's role in the Claim;

14.8.2.2. the legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises); and

14.8.2.3. the specific relief and/or proposed remedy sought.

14.8.3. Mediation.

14.8.3.1. If the Parties do not resolve the Claim through negotiations within thirty days after submission of the Claim to the Respondent(s), Claimant shall have an additional thirty (30) days to submit the Claim to mediation under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

14.8.3.2. 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.

14.8.3.3. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator shall issue a notice of 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.

14.8.3.4. 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.

14.8.3.5. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 14.8.3 (Mediation) and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 14.8 of this Master Declaration (Mandatory Procedures). 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.

14.8.4. Binding Arbitration.

14.8.4.1. Upon Termination of Mediation, if Claimant desires to pursue the Claim, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the parties to the Claim, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

14.8.4.2. Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

14.8.4.3. The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all parties to the Claim.

Section 14.9. *Liability for Failure of Master Association to Maintain an Action.*

No director or officer of the Master Association shall be liable to any person for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for a Claim if the following criteria are satisfied: (i) the director or officer was acting within the scope of such director or officer's duties; (ii) the director or officer was acting in good faith; and (iii) the act or omission was not willful, wanton or grossly negligent.

Section 14.10. *Severability.*

All provisions of this Article are severable. Invalidation of any of the provisions of this Article, by judgment, court order or otherwise, shall in no way affect or limit any other provisions of this Article which shall remain in full force and effect.

Section 14.11. *Amendment.*

Notwithstanding anything to the contrary contained in this Master Declaration, this Article 14 shall not be amended unless such amendment is approved by Members to which at least eighty percent (80%) of the votes in the Master Association are allocated.

ARTICLE 15. GENERAL PROVISIONS

Section 15.1. *Enforcement; Fines.*

15.1.1. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Master Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Master Association, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. Except as otherwise provided in this Master Declaration, the Master Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings subject to Article 13 of this Master Declaration (Dispute Resolution). For each claim, including, but not limited to, counterclaims, cross claims and third-party claims, in any proceeding to enforce the provisions of CCIOA or of the Master Declaration, Articles of Incorporation, Bylaws or rules and regulations of the Master Association, the court shall award to the party prevailing on such claim the prevailing party's reasonable collection costs and attorney fees and costs incurred in asserting or defending the claim. Failure by the Master Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

15.1.2. Subject to the following sentence, the Master Association shall have the right to levy and collect fines (as provided in Article 4 of this Master Declaration (Assessments)) for the violation of any provision of any of the aforesaid documents. Prior to collection of any fines, the Master Association, the Board of Directors, or an authorized management company of the Master Association, shall mail a notice of violation to the Person(s) alleged to be in violation of any such provision and such notified Person(s) has a right to a hearing upon submission to the Board of Directors of a written request for hearing, which is properly signed by such Person(s) and dated, within ten (10) days after the notice of violation has been mailed or such other time as the Board of Directors may decide in its discretion from time to time; failure of a notified Person to request for hearing in writing within the required time period shall constitute a waiver of such right to a hearing.

Section 15.2. *Severability.*

All provisions of this Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, are severable. Invalidation of any of the provisions of any such documents, by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 15.3. *Conflict of Provisions.*

In case of any conflict between this Master Declaration and a Supplemental Declaration, this Master Declaration shall control. In case of any conflict between this Master Declaration and the Articles of Incorporation or Bylaws of the Master Association, this Master Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Master Association, the Articles of Incorporation shall control.

Section 15.4. *Conflict with CCIOA.*

In the event that any of the terms or provisions of this Master Declaration are in conflict or inconsistent with CCIOA, the terms or provisions of CCIOA shall control and govern. In case of any such conflict or inconsistency, the applicable terms and provisions contained in this Master Declaration shall, to the extent possible, be construed in accordance with CCIOA, and any conflict with or violation of CCIOA by any terms or provisions of this Master Declaration shall not affect, void, or render unenforceable any other term or provision of this Master Declaration (which shall be in full force and effect in accordance with their terms.).

Section 15.5. *Annexation; Withdrawal.*

15.5.1. Additional property may be annexed to this Master Declaration with the consent, at the time such annexation is to be effective, of Members casting sixty-seven percent (67%) of the Master Association votes and with the consent, at the time such annexation is to be effective, of the owner of the property to be annexed.

15.5.2. Notwithstanding the foregoing, the Master Declarant may annex to this Master Declaration the Annexable Area or any portion(s) thereof, until termination of this right as provided below, without consent of any other Owners, Security Interest Holders, or any other Person. The Master Declarant's right to annex the Annexable Area without approval shall terminate automatically at the time of termination of the Special Master Declarant Rights as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights). Each such annexation shall be effected, if at all, by recording an Annexation of Additional Land and/or Supplemental Declaration in the County where the annexed property is located, which document:

15.5.2.1. shall provide for annexation to this Master Declaration of the property described in such Annexation of Additional Land and/or Supplemental Declaration;

15.5.2.2. shall state that the Master Declarant (or other Person(s)) is the owner of the Lots thereby created, if any;

15.5.2.3. shall assign an identifying number to each new Lot, if any;

15.5.2.4. shall describe any Common Elements within the property being annexed;

15.5.2.5. shall reallocate the Allocated Interests if Lot(s) are being annexed;

15.5.2.6. shall state the classification(s) of the Lots described therein (Apartment Lot, Residential Lot, Commercial Lot or Mixed Use Lot); and

15.5.2.7. shall list the Residential Lots in the annexed property, if any, which are planned to benefit from a Use Easement Premises and the Residential Lots in the annexed property, if any, which are planned to be burdened by a Use

Easement Premises, comparable to the attached Exhibit E, unless the same has been or will be done by the Master Declarant by separate recordable document; and

15.5.2.8. may include such other provisions as the Master Declarant deems appropriate. Other provisions that may be included in an Annexation of Additional Land and/or Supplemental Declaration include, without limitation, covenants, conditions, restrictions, requirements and/or other provisions that apply or will apply to some or all of the property that is thereby being annexed to this Master Declaration. Any of such other provisions referenced in the preceding sentence may be amended with the consent of the Members of sixty-seven percent (67%) of the Votes applicable to the property to which such other provisions apply.

15.5.3. Immediately upon the effective date of the Annexation of Additional Land (which shall constitute the date of recording of the Annexation of Additional Land unless otherwise stated therein), the annexed property which is the subject of such Annexation of Additional Land shall be automatically annexed and subjected to the Disclosure of Alternative Dispute Resolution recorded or to be recorded in the records of the Clerk and Recorder of Adams County, Colorado.

15.5.4. Except as otherwise specifically stated in the Annexation of Additional Land and/or Supplemental Declaration, all provisions of this Master Declaration, including without limitation (as to Lots) those provisions regarding obligations to pay Assessments to the Master Association and any right to cast votes as Members, shall apply to annexed property immediately upon the effective date of the Annexation of Additional Land and/or Supplemental Declaration (which shall constitute the date of recording of the Annexation of Additional Land and/or Supplemental Declaration unless otherwise stated therein).

15.5.5. Subsequent to the date of recording hereof, each Person who purchases any portion of the property described on the attached Exhibit D ("Parcel"), will have agreed pursuant to applicable documents that such Parcel will be governed by this Master Declaration. The Master Declarant, therefore, reserves the right (but not the obligation) during the time period set forth in Section 1.36 of this Master Declaration (Special Master Declarant Rights) to annex the Parcel to the Master Declaration without further authorization from the Person who has purchased such Parcel, even if such annexation occurs subsequent to conveyance of the Parcel by Master Declarant.

15.5.6. The property which is described on the attached Exhibit A and each portion of the Community which is annexed to this Master Declaration by the Master Declarant shall be subject to a right of withdrawal by the Master Declarant. Such withdrawal may be accomplished, if at all, in accordance with CCIOA. However, the Master Declarant's right to withdraw each such portion of the Community shall expire and terminate, as to each portion of the Community, upon the first conveyance of any Lot in such portion of the Community to any Person other than the Master Declarant, but in any event, no later than the automatic termination provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights).

Section 15.6. *Minor Violations of Setback Restrictions.*

If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Lot immediately adjoining the Lot on which is located the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Master Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than four (4) feet beyond the required setback lines or Lot lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

Section 15.7. *Conversions.*

Until automatic termination of the Special Master Declarant Rights as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights), the Master Declarant reserves the unilateral right to convert any Lot into Common Elements or Limited Common Elements, so long as such Lot is owned by Master Declarant or by an Owner who has agreed to the conversion with Master Declarant. In addition, until automatic termination of the Special Master Declarant Rights as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights), Master Declarant reserves the unilateral right to convert any Common Elements into Limited Common Elements and to allocate such Limited Common Elements among particular Lots as the Master Declarant, in its discretion, deems appropriate.

Section 15.8. *Subdivision or Replatting of Lots.*

The Master Declarant hereby reserves the right to subdivide or replat any Lot(s) owned by the Master Declarant in the Community. Without limiting the generality of the foregoing, the Master Declarant reserves the right to move any Lot line(s) on Lot(s) owned by the Master Declarant, for the purpose of accommodating Improvements which are constructed or are to be constructed; provided that such Lot line adjustments, if any, shall not change the number of Lots in the Community at the time each such Lot line adjustment is approved by the applicable governmental entity. The rights provided for in this Section shall terminate automatically as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights). No Lot may be further subdivided from that existing at the time such Lot becomes subject to this Master Declaration, except by Master Declarant.

Section 15.9. *Master Declarant's and Builder's Use.*

Notwithstanding anything to the contrary contained in this Master Declaration, it shall be expressly permissible and proper for Master Declarant, its employees, agents, and contractors, as well as any Builder (but only with the written consent of the Master Declarant), to perform such reasonable activities, and to maintain upon portions of the Lots and the Common Elements such facilities as Master Declarant deems reasonably necessary or incidental to the construction and sale of Lots, and development and construction of Improvements, specifically including, without limiting the generality of the foregoing, locating, maintaining and relocating management offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations as it

determines in its discretion from time to time. Further, nothing contained in this Master Declaration shall limit the rights of Master Declarant or require the Master Declarant to obtain approvals: (a) to excavate, cut, fill or grade any property (with the consent of the Owner thereof) or to construct, alter, demolish or replace any Improvements; (b) to use any Improvements on any property (with the consent of the Owner thereof) as a construction, management, model home or sales or leasing office in connection with the development, construction or sale of any property; and/or (c) to require Master Declarant to seek or obtain Architectural Review Committee approval or any other approvals under this Master Declaration for any such activity. Any real estate used as a sales office, management office, or a model, shall be a Lot.

Section 15.10. *Duration, Revocation, and Amendment.*

15.10.1. This Master Declaration shall run with and bind the Community perpetually from the date of recording of this Master Declaration. Except as otherwise provided in this Master Declaration (including, without limitation, Sections 14.11 (Amendment), Sections 15.10.2, 15.10.4, and 15.10.5 of this Master Declaration), this Master Declaration may at any time be amended by the Members by a vote or agreement (either with or without a meeting of the Board of the Master Association) of more than sixty-seven percent (67%) of the Votes.

15.10.2. Notwithstanding anything to the contrary contained in this Master Declaration, while Master Declarant owns any portion of the property described on the attached Exhibits A and D, no amendment may be made to this Master Declaration except with the affirmative vote or agreement of the Members holding ninety percent (90%) of the Votes.

15.10.3. Every amendment, if any, to the Master Declaration must be done in compliance with CCIOA.

15.10.4. Notwithstanding anything to the contrary contained in this Master Declaration, the Master Declaration may be amended in whole or in part, at any time from time to time, by the Master Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to comply with the requirements, standards, or guidelines of any of the Agencies or of recognized secondary mortgage markets. Such right of amendment shall terminate automatically as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights).

15.10.5. Notwithstanding anything to the contrary contained in this Master Declaration, this Master Declaration, may be amended in whole or in part, at any time from time to time, by the Master Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to correct clerical, typographical, or technical errors. Such right of amendment shall terminate automatically as provided in Section 1.36 of this Master Declaration (Special Master Declarant Rights).

15.10.6. Except as to amendments which may be made by the Master Declarant, amendments to the Master Declaration may be prepared, executed, recorded, and certified by any officer of the Master Association designated for that purpose or, in the absence of

designation, by the president of the Master Association. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the Master Association has received the requisite approvals. Amendments to this Master Declaration which may be made by the Master Declarant pursuant to this Master Declaration or as permitted by CCIOA, may be signed by the Master Declarant and shall require no other signatory.

Section 15.11. *Registration of Mailing Address.*

Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his/her/its mailing address with the Master Association, and except for annual statements and other routine notices, all other notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Master Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors or the Master Association during the 75% Control Period shall be sent by registered or certified mail, postage prepaid, c/o Belle Creek LLC, 1805 Shea Center Drive, Suite 250, Highlands Ranch, Colorado 80129, unless such address is changed by the Master Association during the 75% Control Period; subsequent to termination of the 75% Control Period, the Master Association shall notify the Owners of a different address for notices.

Section 15.12. *HUD or VA Approval.*

During the 75% Control Period, the following actions shall require the prior approval of HUD or VA if, at the time any such action is taken, HUD has insurance or VA has a guarantee(s) on one or more Security Interests and HUD or VA require such approval: amendment of this Master Declaration (except as provided in Sections 15.5 (Annexation; Withdrawal), 15.10.4 and 15.10.5 (Duration, Revocation and Amendment) of this Master Declaration); termination of this Community; or merger or consolidation of the Master Association (except as provided in Section 3.13 (Merger)).

Section 15.13. *Termination of Community.*

The Community may be terminated only in accordance with CCIOA.

Section 15.14. *Transfer of Special Master Declarant Rights.*

A Special Master Declarant Right created or reserved under this Master Declaration may be transferred only by an instrument evidencing the transfer recorded in every county in which any portion of the Community is located, and in accordance with CCIOA.

Section 15.15. *Eminent Domain.*

The taking by eminent domain of a Lot(s) or Common Element(s), or any portion thereof, shall be done in accordance with applicable law, including without limitation CCIOA.

Section 15.16. *Limitation on Liability.*

The Master Association, the Board of Directors, the Architectural Review Committee, the Master Declarant, any Builder, and the officers, directors, members, partners, agents and employees of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not in good faith and was done or withheld with malice.

Section 15.17. *No Representations, Guarantees or Warranties.*

No representations, guarantees or warranties of any kind, express or implied, shall be deemed to have been given or made by Master Declarant, the Master Association, the Board of Directors, the Architectural Review Committee, or by any of their officers, directors, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, 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.

Section 15.18. *Disclaimer Regarding Safety.*

MASTER DECLARANT, THE BUILDERS, THE MASTER ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT MASTER DECLARANT, THE BUILDERS, THE MASTER ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS OR RULES AND REGULATIONS OF THE MASTER ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

Section 15.19. *Headings.*

The Article, Section and subsection headings in this Master Declaration are inserted for convenience of reference only, do not constitute a part of this Master Declaration, and in no way define, describe or limit the scope or intent of this Master Declaration or any of the provisions hereof.

Section 15.20. *Gender.*

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 15.21. Run with Land; Binding Upon Successors.

The benefits, burdens and all other provisions contained in this Master Declaration shall be covenants running with and binding upon this Community and all real property and Improvements which are now or hereafter become a part thereof. The benefits, burdens and all other provisions contained in this Master Declaration shall be binding upon, and inure to the benefit of the Master Declarant, the Master Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

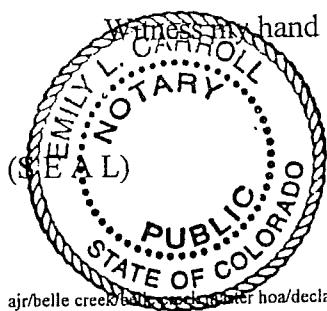
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 7th day of August, 2001.

BELLE CREEK LLC, a Colorado limited liability company by New Town Builders its Managing Member
By: Gene W. Myers
Its: Manager

STATE OF COLORADO)
)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 11th day of Aug. 2001, by
Gene W. Myers as Manager of Belle Creek LLC, a Colorado limited liability
company.

Witness my hand and official seal.



Notary Public

My Commission Expires: Sept. 29, 2023

ajr/belle creek/belle creek master hoa/declaration/20092.36001/8/7/01 8:55 AM

EXHIBIT A
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
BELLE CREEK

(Community)

The following property as shown on the plat of Belle Creek Filing 1 recorded in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time:

Lot 1, Block 4;

Lots 9 through 16, inclusive, Block 4;

Lots 1 through 7, inclusive, Block 5;

Lots 1 through 3, inclusive, Block 6;

Lots 10 through 12, inclusive, Block 6;

Lot 16, Block 6;

Lot 17, Block 6;

Lots 1 through 7, inclusive, Block 9; and

Lots 13 through 19, inclusive, Block 13.

EXHIBIT B
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
BELLE CREEK

(Common Elements)

None at the time of recording of this Declaration.

EXHIBIT C
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
BELLE CREEK

(Certain Title Exceptions)

IF RECORDED, THE FOLLOWING DOCUMENTS ARE RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO:

1. TAXES AND ASSESSMENTS FOR THE YEAR OF RECORDING OF THIS MASTER DECLARATION AND FOR SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE.
2. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO-WYOMING GAS COMPANY IN INSTRUMENT RECORDED MARCH 6, 1950 IN BOOK 390 AT PAGE 347.
3. LIMITED POINTS OF ACCESS TO U.S. HIGHWAY 40 AS SET FORTH IN INSTRUMENT RECORDED MARCH 18, 1953 IN BOOK 460 AT PAGE 414.
4. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 5, 1981 IN BOOK 2575 AT PAGE 967, AND RECORDED DECEMBER 31, 1997 IN BOOK 5196 AT PAGE 855.
5. TERMS, CONDITIONS AND PROVISIONS OF ZONING HEARING DECISION-CASE #112-98-MD BELLE-CREEK METRO DISTRICT RECORDED AUGUST 31, 1998 IN BOOK 5450 AT PAGE 194.
6. RIGHT OF WAY FOR INGRESS AND EGRESS GRANTED IN INSTRUMENT RECORDED OCTOBER 1, 1981 IN BOOK 2590 AT PAGE 460 AND RECORDED MAY 4, 1998 IN BOOK 5317 AT PAGE 815.
7. THE EFFECT OF RESTRICTIONS (CASE #Z-717-99) RECORDED FEBRUARY 15, 2000 IN BOOK 6035 AT PAGE 342.
8. NOTICE OF ANNEXATION AGREEMENT ENCUMBERING REAL ESTATE RECORDED MARCH 1, 2000 IN BOOK 6049 AT PAGE 312.
9. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BELLE CREEK METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 6, 2000 IN BOOK 6150 AT PAGE 21 AND AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 10, 2000 IN BOOK 6284 AT PAGE 950 AND RECORDED OCTOBER 10, 2000 IN BOOK 6284 AT PAGE 957.

10. EASEMENTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS ON THE RECORDED PLAT OF BELLE CREEK SUBDIVISION FILING 1, RECORDED OCTOBER 10, 2000 UNDER RECEPTION NO. 285401.

11. TERMS, CONDITIONS AND PROVISIONS OF GUARANTY AGREEMENT RECORDED OCTOBER 10, 2000 IN BOOK 6293 AT PAGE 599.

12. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPER'S AGREEMENT RECORDED OCTOBER 20, 2000 IN BOOK 6296 AT PAGE 748.

13. SHARED USE ALLEY AND UTILITY EASEMENT ALONG THE REAR 10 FEET OF SUBJECT PROPERTY AS SHOWN ON THE RECORDED PLAT.

SAID EASEMENT SHALL BE MAINTAINED BY THE BELLE CREEK METROPOLITAN DISTRICT FOR THE PURPOSE OF ACCESS.

14. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT BETWEEN THE ADEN FAMILY TRUST AND BELLE CREEK METROPOLITAN DISTRICT NO. 1 RECORDED JUNE 6, 2001 AT RECEPTION NO. C0810051.

15. RIGHT OF WAY GRANTED TO UNITED POWER INC. RECORDED JUNE 18, 2001, UNDER RECEPTION NO. C0815269.

16. THE EFFECT OF BELLE CREEK SUBDIVISION TRANSPORTATION AND STORM SEWER EASEMENTS MAP RECORDED JUNE 28, 2001, UNDER RECEPTION NO. C0820765.

17. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED JULY 9, 2001, UNDER RECEPTION NO. C0824932.

EXHIBIT D
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
BELLE CREEK

(Annexable Area)

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE NORTH 00 DEGREES 17 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 17 MINUTES 19 SECONDS WEST, CONTINUING ALONG SAID EAST LINE OF SECTION 9, A DISTANCE OF 1151.26 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 9;
THENCE SOUTH 89 DEGREES 40 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 948.81 FEET, BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE FOR COUNTY ROAD NO. 31 (BRIGHTON ROAD) ALSO BEING THE CITY OF COMMERCE CITY CORPORATE BOUNDARY AS RECORDED IN ADAMS COUNTY FILE NO. 17 MAP 881, RECEPTION NO. C0412997;
THENCE NORTH 25 DEGREES 48 MINUTES 55 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 33.37 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 314 AT PAGE 441 AS RECORDED AT THE ADAMS COUNTY RECORDERS OFFICE;
THENCE NORTH 89 DEGREES 41 MINUTES 33 SECONDS EAST, DEPARTING SAID RIGHT OF WAY ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 314 AT PAGE 441, A DISTANCE OF 513.83 FEET;
THENCE NORTH 13 DEGREES 18 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 314 AT PAGE 441, A DISTANCE OF 478.73 FEET TO A PARCEL DESCRIBED IN BOOK 483 AT PAGE 203 AS RECORDED AT THE ADAMS COUNTY RECORDERS OFFICE;
THENCE NORTH 26 DEGREES 35 MINUTES 42 SECONDS EAST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 483 AT PAGE 203, A DISTANCE OF 40.17 FEET;
THENCE NORTH 39 DEGREES 02 MINUTES 02 SECONDS EAST, CONTINUING ALONG SAID EAST LINE OF SAID PARCEL DESCRIBED IN BOOK 483 AT PAGE 203, A DISTANCE OF 304.95 FEET, SAID POINT OF THAT PARCEL DESCRIBED IN BOOK 607 AT PAGE 406 AS RECORDED AT THE ADAMS COUNTY RECORDERS OFFICE;

THENCE NORTH 54 DEGREES 52 MINUTES 50 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 607 AT PAGE 406, A DISTANCE OF 87.29 FEET;

THENCE NORTH 27 DEGREES 48 MINUTES 59 SECONDS EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 54.58 FEET;

THENCE NORTH 26 DEGREES 19 MINUTES 35 SECONDS EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 165.01 FEET;

THENCE NORTH 36 DEGREES 10 MINUTES 41 SECONDS EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 377.66 FEET, SAID POINT IS LOCATED ON THE EAST-WEST CENTERLINE OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 32 MINUTES 16 SECONDS WEST, ALONG SAID EAST-WEST CENTERLINE OF SECTION 10, A DISTANCE OF 153.82 FEET FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 10, SAID TO BEAR SOUTH 89 DEGREES 32 MINUTES 16 SECONDS WEST A DISTANCE OF 145.36 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 34 SECONDS WEST, ALONG THE EAST LINE OF THAT PROPERTY DESCRIBED IN BOOK 4927 AT PAGE 569 AS RECORDED AT THE ADAMS COUNTY RECORDERS OFFICE, A DISTANCE OF 529.18 FEET TO A POINT AT THE SOUTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4392 AT PAGE 859 AS RECORDED AT THE ADAMS COUNTY RECORDERS OFFICE;

THENCE SOUTH 76 DEGREES 03 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4392 AT PAGE 859, A DISTANCE OF 511.59 FEET;

THENCE NORTH 51 DEGREES 51 MINUTES 56 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY LINE OF THE PARCEL DESCRIBED IN BOOK 4392 AT PAGE 859, A DISTANCE OF 771.21 FEET;

THENCE NORTH 56 DEGREES 37 MINUTES 55 SECONDS WEST, CONTINUING ALONG THE BOUNDARY OF THAT PARCEL DESCRIBED IN BOOK 4392 AT PAGE 859, A DISTANCE OF 794.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 35 MINUTES 05 SECONDS EAST, ALONG SAID NORTH LINE A DISTANCE OF 89.92 FEET;

THENCE SOUTH 56 DEGREES 37 MINUTES 55 SECONDS EAST, DEPARTING SAID NORTH LINE ALONG THE SOUTHWEST BOUNDARY OF THAT PARCEL DESCRIBED IN BOOK 3194 AT PAGE 274 AS RECORDED AT THE ADAMS COUNTY RECORDERS OFFICE A DISTANCE OF 813.61;

THENCE SOUTH 55 DEGREES 28 MINUTES 05 SECONDS EAST, CONTINUING ALONG SAID SOUTHWEST BOUNDARY, A DISTANCE OF 145.02 FEET TO THE PROPERTY CORNER OF SAID PARCEL DESCRIBED IN BOOK 3194 AT PAGE 274;

THENCE NORTH 45 WEST 23 MINUTES 51 SECONDS EAST, CONTINUING ALONG THE SOUTHEAST BOUNDARY OF SAID PROPERTY DESCRIBED IN BOOK 3194 AT PAGE 274, A DISTANCE OF 768.29 FEET TO A POINT, SAID POINT BEING A PROPERTY CORNER LOCATED ON THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 35 MINUTES 15 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 620.02 FEET TO A FOUND 3 1/4" ALUMINUM CAP STAMPED LS

7631 BEING THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10;
THENCE NORTH 89 DEGREES 25 MINUTES 07 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 10, A DISTANCE OF 866.16 FEET, ALSO BEING THE SOUTHERLY BOUNDARY OF THE REISBECK SUBDIVISION AS RECORDED AT THE ADAMS COUNTY RECORDERS OFFICE IN FILE 12 MAP 37 RECEPTION NO. 794796 AND ALSO IN BOOK 3098 AT PAGE 184 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY 85, ALSO BEING THE CITY OF COMMERCE CITY CORPORATE LIMITS AS RECORDED IN ADAMS COUNTY FILE NO. 17 MAP 881, RECEPTION NO. C0412997;
THENCE SOUTH 30 DEGREES 47 MINUTES 14 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1538.72 FEET TO A FOUND PIN & CAP STAMPED LS 7631 LOCATED ON THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10 FROM WHICH THE SOUTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10 SAID TO BEAR SOUTH 89 DEGREES 22 MINUTES 36 SECONDS WEST A DISTANCE OF 71.47 FEET;
THENCE SOUTH 30 DEGREES 32 MINUTES 13 SECONDS WEST, CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 139.09 FEET TO A POINT ON A LINE LOCATED ON THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 10 FROM WHICH THE SOUTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10 BEARS NORTH 00 DEGREES 00 MINUTES 19 SECONDS WEST A DISTANCE OF 119.54 FEET;
THENCE ALONG THE ARC OF NON-TANGENT CURVE RIGHT WHOSE CHORD BEARS SOUTH 35 DEGREES 58 MINUTES 39 SECONDS WEST A DISTANCE OF 1019.46 FEET, HAVING A RADIUS OF 5655.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 20 MINUTES 35 SECONDS, AND AN ARC LENGTH OF 1020.84 FEET;
THENCE SOUTH 41 DEGREES 06 MINUTES 42 SECONDS WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY DEPARTING SAID CURVE ON A NON-TANGENT BEARING, A DISTANCE OF 1144.42 FEET;
THENCE SOUTH 41 DEGREES 07 MINUTES 55 SECONDS WEST, CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 979.73 FEET;
THENCE SOUTH 61 DEGREES 50 MINUTES 46 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 157.08 FEET TO A POINT ON A LINE, SAID POINT IS LOCATED 30.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10;
THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS WEST, PARALLEL TO AND 30.00 FEET OFFSET FROM SAID SOUTH LINE, A DISTANCE OF 421.47 FEET;
THENCE NORTH 00 DEGREES 22 MINUTES 16 SECONDS WEST DEPARTING SAID RIGHT OF WAY A DISTANCE OF 133.95 FEET;
THENCE SOUTH 89 DEGREES 37 MINUTES 52 SECONDS WEST PARALLEL TO AND 164.00 FEET OFFSET FROM THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 74.91 FEET TO THE POINT OF BEGINNING.

EXCEPT AND EXCLUDING the property described on Exhibit A to this Master Declaration and any publicly dedicated property.

EXHIBIT E

TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF BELLE CREEK

USE EASEMENT PREMISES

LOTS WHICH BENEFIT FROM A USE
EASEMENT PREMISES *

Lot 1/Block 4
Lot 9/Block 4
Lot 10/Block 4
Lot 11/Block 4
Lot 12/Block 4
Lot 13/Block 4
Lot 14/Block 4
Lot 15/Block 4

Lot 5/Block 5
Lot 6/Block 5
Lot 7/Block 5

Lot 11/Block 6
Lot 12/Block 6
Lot 15/Block 6
Lot 16/Block 6

Lot 2/Block 9
Lot 3/Block 9
Lot 4/Block 9
Lot 5/Block 9
Lot 6/Block 9
Lot 7/Block 9
Lot 8/Block 9

LOTS ON WHICH A USE EASEMENT
PREMISES IS LOCATED *

Lot 2/Block 4
Lot 10/Block 4
Lot 11/Block 4
Lot 12/Block 4
Lot 13/Block 4
Lot 14/Block 4
Lot 15/Block 4
Lot 16/Block 4

Lot 6/Block 5
Lot 7/Block 5
Lot 8/Block 5

Lot 10/Block 6
Lot 11/Block 6
Lot 16/Block 6
Lot 17/Block 6

Lot 1/Block 9
Lot 2/Block 9
Lot 3/Block 9
Lot 4/Block 9
Lot 5/Block 9
Lot 6/Block 9
Lot 7/Block 9

* All lots are as shown on the Plat of Belle Creek Filing No. 1 recorded in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time.

COPY

C L I E N T I D
3/03/2003 8:58:20
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41.00 DOC FEE:
CAROL SNYDER
ADAMS COUNTY 0.00

SUPPLEMENT TO EXHIBIT E

TO

MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF BELLE CREEK

THIS SUPPLEMENT TO EXHIBIT E OF THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BELLE CREEK ("Supplement") is made and entered into by BELLE CREEK LLC, a Colorado limited liability company ("Master Declarant").

WITNESSETH:

THAT, WHEREAS, Master Declarant has heretofore executed and caused to be recorded that certain Master Declaration of Covenants, Conditions, and Restrictions of Belle Creek recorded on August 8, 2001, at Reception No. C0839237, in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time ("Master Declaration") (terms which are defined in the Master Declaration shall have the same meanings herein unless otherwise defined); and

WHEREAS, the Master Declarant desires, as permitted by Section 1.39 ("Use Easement Premises") and Section 12.2 ("Reservation of Use Easements") of the Master Declaration, to supplement Exhibit E to the Master Declaration in order to add on to the Use Easement Premises with respect to certain Lots that are owned by the Master Declarant.

NOW, THEREFORE, the Master Declarant hereby supplements Exhibit E of the Master Declaration with respect to the Plat of Belle Creek Filing Numbers 1 and 2, recorded in the office of the Clerk and Recorder of Adams County, Colorado, all of which are owned by the Master Declarant, as follows:

1. All listings of each of the Use Easement Premises on Exhibit E to the Master Declaration as "Lots," as well as "Associated Use Easement," are shown on Schedule 1 (Filing 1) and Schedule 2 (Filing 2) to this Supplement, with respect to the Use Easement Premises.
2. The Master Declarant expressly reserves the right from time to time, as provided in the Master Declaration, to further amend and/or supplement Exhibit E to the Master Declaration.
3. Except as supplemented hereby, the Master Declaration shall be and remain in full force and effect without modification.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 28th
day of February, 2003.

BELLE CREEK LLC, a Colorado limited
liability company,

By: New Town Builders, its managing member

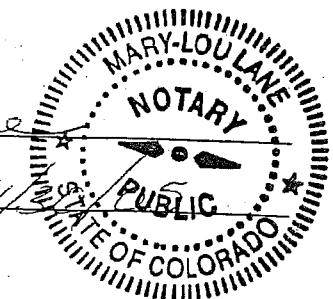
By: Gene W. Myers
Gene W. Myers
Its: Manager

STATE OF COLORADO)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of
February, 2003, by Gene W. Myers as Manager of BELLE CREEK LLC, a Colorado
limited liability company.

Witness my hand and official seal.
(S E A L)

Mary - Lou Lane
Notary Public
My commission expires: 11/25/2008



SCHEDULE 1
SUPPLEMENT TO EXHIBIT E
TO
MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF BELLE CREEK

USE EASEMENT PREMISES

<u>LOTS*</u>	<u>ASSOCIATED USE EASEMENT**</u>
Lot 2/Block 4	Lot 1/Block 4 (Northwesterly 5.1 Feet)
Lot 3/Block 4	Lot 2/Block 4 (Northwesterly 5.0 Feet)
Lot 4/Block 4	Lot 3/Block 4 (Northwesterly 5.0 Feet)
Lot 5/Block 4	Lot 4/Block 4 (Northwesterly 5.0 Feet)
Lot 6/Block 4	Lot 5/Block 4 (Northwesterly 5.0 Feet)
Lot 7/Block 4	Lot 6/Block 4 (Northwesterly 5.0 Feet)
Lot 9/Block 4	Lot 10/Block 4 (Northwesterly 5.0 Feet)
Lot 10/Block 4	Lot 11/Block 4 (Northwesterly 5.0 Feet)
Lot 11/Block 4	Lot 12/Block 4 (Northwesterly 5.0 Feet)
Lot 12/Block 4	Lot 13/Block 4 (Northwesterly 4.8 Feet)
Lot 13/Block 4	Lot 14/Block 4 (Northwesterly 5.0 Feet)
Lot 14/Block 4	Lot 15/Block 4 (Northwesterly 5.0 Feet)
Lot 15/Block 4	Lot 16/Block 4 (Northwesterly 5.0 Feet)
Lot 1/Block 5	Lot 2/Block 5 (Northeasterly 7.0 Feet)
Lot 2/Block 5	Lot 3/Block 5 (Northeasterly 5.0 Feet)
Lot 3/Block 5	Lot 4/Block 5 (Northeasterly 5.0 Feet)
Lot 6/Block 5	Lot 5/Block 5 (Northwesterly 5.5 Feet)
Lot 7/Block 5	Lot 6/Block 5 (Northwesterly 13.5 Feet)
Lot 8/Block 5	Lot 7/Block 5 (Northwesterly 13.5 Feet)
Lot 9/Block 5	Lot 8/Block 5 (Northwesterly 7.0-5.0 Feet)
Lot 12/Block 5	Lot 13/Block 5 (Northwesterly 4.8 Feet)
Lot 13/Block 5	Lot 14/Block 5 (Northwesterly 4.8-5.0 Feet)
Lot 14/Block 5	Lot 15/Block 5 (Northwesterly 5.0 Feet)
Lot 15/Block 5	Lot 16/Block 5 (Northwesterly 5.0 Feet)
Lot 16/Block 5	Lot 17/Block 5 (Northwesterly 5.0 Feet)

* All lots are as shown on the Plat of Belle Creek Filing No. 1 recorded in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time.

**All distances are approximate since the actual distance of the easement (as provided in the Declaration) is from the lot line of the Lot to the nearest side of the home on such Lot.

LOTS*

Lot 1/Block 6
Lot 2/Block 6
Lot 5/Block 6
Lot 11/Block 6
Lot 12/Block 6
Lot 16/Block 6

Lot 5/Block 7
Lot 6/Block 7
Lot 7/Block 7
Lot 8/Block 7
Lot 11/Block 7
Lot 12/Block 7
Lot 14/Block 7
Lot 15/Block 7
Lot 16/Block 7
Lot 17/Block 7

Lot 2/Block 9
Lot 3/Block 9
Lot 4/Block 9
Lot 5/Block 9
Lot 6/Block 9
Lot 7/Block 9
Lot 8/Block 9
Lot 9/Block 9
Lot 10/Block 9
Lot 11/Block 9
Lot 14/Block 9
Lot 14/Block 9
Lot 15/Block 9
Lot 16/Block 9
Lot 17/Block 9
Lot 18/Block 9
Lot 19/Block 9

ASSOCIATED USE EASEMENT**

Lot 2/Block 6 (Northeasterly 7.3 Feet)
Lot 3/Block 6 (Northeasterly 5.4-5.7 Feet)
Lot 4/Block 6 (Northwesterly 5.0 Feet)
Lot 10/Block 6 (Northeasterly 5.0 Feet)
Lot 11/Block 6 (Northeasterly 5.0 Feet)
Lot 17/Block 6 (Northwesterly 5.0 Feet)

Lot 6/Block 7 (Northeasterly 5.0 Feet)
Lot 7/Block 7 (Northeasterly 5.0 Feet)
Lot 8/Block 7 (Northeasterly 5.0 Feet)
Lot 9/Block 7 (Northeasterly 5.0 Feet)
Lot 10/Block 7 (Northwesterly 5.0 Feet)
Lot 11/Block 7 (Northwesterly 5.0 Feet)
Lot 13/Block 7 (Northeasterly 5.0 Feet)
Lot 14/Block 7 (Northeasterly 5.0 Feet)
Lot 15/Block 7 (Northeasterly 5.0 Feet)
Lot 16/Block 7 (Northeasterly 5.0 Feet)

Lot 1/Block 9 (Northwesterly 5.0 Feet)
Lot 2/Block 9 (Northwesterly 5.0 Feet)
Lot 3/Block 9 (Northwesterly 5.1 Feet)
Lot 4/Block 9 (Northwesterly 5.0 Feet)
Lot 5/Block 9 (Northwesterly 5.0 Feet)
Lot 6/Block 9 (Northwesterly 5.0 Feet)
Lot 7/Block 9 (Northwesterly 5.0 Feet)
Lot 8/Block 9 (Northwesterly 5.0 Feet)
Lot 11/Block 9 (Northeasterly 5.0 Feet)
Lot 12/Block 9 (Northeasterly 5.0 Feet)
Lot 13/Block 9 (Southeasterly 5.0 Feet)
Lot 15/Block 9 (Northwesterly 5.0 Feet)
Lot 16/Block 9 (Northwesterly 5.0 Feet)
Lot 17/Block 9 (Northwesterly 5.0 Feet)
Lot 18/Block 9 (Northwesterly 5.0 Feet)
Lot 19/Block 9 (Northwesterly 4.9 Feet)
Lot 20/Block 9 (Northwesterly 4.8 Feet)

* All lots are as shown on the Plat of Belle Creek Filing No. 1 recorded in the office of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time.

** All distances are approximate since the actual distance of the easement (as provided in the Declaration) is from the lot line of the Lot to the nearest side of the home on such Lot.

LOTS*

Lot 1/Block 10
Lot 2/Block 10
Lot 3/Block 10
Lot 5/Block 10
Lot 7/Block 10
Lot 8/Block 10

Lot 9/Block 11

ASSOCIATED USE EASEMENT**

Lot 2/Block 10 (Northeasterly 5.0 Feet)
Lot 3/Block 10 (Northeasterly 5.0 Feet)
Lot 4/Block 10 (Northeasterly 5.0 Feet)
Lot 6/Block 10 (Southeasterly 5.0 Feet)
Lot 8/Block 10 (Southwesterly 5.0 Feet)
Lot 9/Block 10 (Southwesterly 5.0-7.0 Feet)

Lot 10/Block 11 (Northeasterly 4.5-5.0 Feet)

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** All distances are approximate since the actual distance of the easement (as provided in the Declaration) is from the lot line of the Lot to the nearest side of the home on such Lot.

SCHEDULE 2

SUPPLEMENT TO EXHIBIT E
TO
MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF BELLE CREEK

USE EASEMENT PREMISES

LOTS*

Lot 1/Block 3
Lot 2/Block 3
Lot 3/Block 3
Lot 4/Block 3
Lot 5/Block 3
Lot 6/Block 3
Lot 7/Block 3
Lot 8/Block 3
Lot 9/Block 3
Lot 11/Block 3
Lot 12/Block 3
Lot 15/Block 3
Lot 16/Block 3
Lot 17/Block 3
Lot 18/Block 3
Lot 19/Block 3
Lot 20/Block 3
Lot 21/Block 3
Lot 22/Block 3
Lot 23/Block 3

Lot 1/Block 4
Lot 2/Block 4
Lot 3/Block 4
Lot 5/Block 4
Lot 6/Block 4
Lot 9/Block 4
Lot 10/Block 4
Lot 11/Block 4
Lot 13/Block 4

ASSOCIATED USE EASEMENT

Lot 2/Block 3 (Northwesterly Side)
Lot 3/Block 3 (Northwesterly Side)
Lot 4/Block 3 (Northwesterly Side)
Lot 5/Block 3 (Northwesterly Side)
Lot 6/Block 3 (Northwesterly Side)
Lot 7/Block 3 (Northwesterly Side)
Lot 8/Block 3 (Northwesterly Side)
Lot 9/Block 3 (Northwesterly Side)
Lot 10/Block 3 (Northwesterly Side)
Lot 12/Block 3 (Northeasterly Side)
Lot 13/Block 3 (Northeasterly Side)
Lot 14/Block 3 (Northwesterly Side)
Lot 15/Block 3 (Northwesterly Side)
Lot 16/Block 3 (Northwesterly Side)
Lot 17/Block 3 (Northwesterly Side)
Lot 18/Block 3 (Northeasterly Side)
Lot 19/Block 3 (Northeasterly Side)
Lot 20/Block 3 (Northwesterly Side)
Lot 21/Block 3 (Northwesterly Side)
Lot 22/Block 3 (Northwesterly Side)

Lot 13/Block 4 (Northeasterly Side)
Lot 3/Block 4 (Northwesterly Side)
Lot 4/Block 4 (Northwesterly Side)
Lot 6/Block 4 (Northeasterly Side)
Lot 7/Block 4 (Northeasterly Side)
Lot 8/Block 4 (Northwesterly Side)
Lot 9/Block 4 (Northwesterly Side)
Lot 10/Block 4 (Northwesterly Side)
Lot 12/Block 4 (Northeasterly Side)

* All lots are as shown on the Plat of Belle Creek Filing No. 2 recorded in the office of the Clerk and
order of Adams County, Colorado, as amended and supplemented from time to time.

LOTS*

Lot 1/Block 5
Lot 2/Block 5
Lot 3/Block 5
Lot 4/Block 5
Lot 5/Block 5
Lot 7/Block 5
Lot 8/Block 5
Lot 11/Block 5
Lot 12/Block 5
Lot 13/Block 5
Lot 14/Block 5
Lot 15/Block 5
Lot 16/Block 5

Lot 1/Block 6
Lot 2/Block 6
Lot 3/Block 6
Lot 4/Block 6
Lot 7/Block 6

Lot 1/Block 8
Lot 2/Block 8
Lot 3/Block 8
Lot 4/Block 8
Lot 7/Block 8
Lot 8/Block 8
Lot 9/Block 8
Lot 10/Block 8

Lot 1/Block 9
Lot 23/Block 9
Lot 24/Block 9
Lot 25/Block 9
Lot 26/Block 9
Lot 27/Block 9
Lot 28/Block 9
Lot 30/Block 9
Lot 31/Block 9
Lot 32/Block 9
Lot 33/Block 9

ASSOCIATED USE EASEMENT

Lot 2/Block 5 (Northwesterly Side)
Lot 3/Block 5 (Northwesterly Side)
Lot 4/Block 5 (Northwesterly Side)
Lot 5/Block 5 (Northwesterly Side)
Lot 6/Block 5 (Northwesterly Side)
Lot 8/Block 5 (Northeasterly Side)
Lot 9/Block 5 (Northeasterly Side)
Lot 10/Block 5 (Northwesterly Side)
Lot 11/Block 5 (Northwesterly Side)
Lot 12/Block 5 (Northwesterly Side)
Lot 13/Block 5 (Northwesterly Side)
Lot 14/Block 5 (Northwesterly Side)
Lot 15/Block 5 (Northwesterly Side)

Lot 7/Block 6 (Northeasterly Side)
Lot 3/Block 6 (Northeasterly Side)
Lot 4/Block 6 (Northeasterly Side)
Lot 5/Block 6 (Northeasterly Side)
Lot 6/Block 6 (Northeasterly Side)

Lot 2/Block 8 (Northwesterly Side)
Lot 3/Block 8 (Northwesterly Side)
Lot 4/Block 8 (Northwesterly Side)
Lot 5/Block 8 (Northwesterly Side)
Lot 6/Block 8 (Northwesterly Side)
Lot 7/Block 8 (Northwesterly Side)
Lot 8/Block 8 (Northwesterly Side)
Lot 9/Block 8 (Northwesterly Side)

Lot 33/Block 9 (Northeasterly Side)
Lot 22/Block 9 (Northwesterly Side)
Lot 23/Block 9 (Northwesterly Side)
Lot 24/Block 9 (Northwesterly Side)
Lot 25/Block 9 (Northwesterly Side)
Lot 26/Block 9 (Northwesterly Side)
Lot 27/Block 9 (Northwesterly Side)
Lot 29/Block 9 (Northeasterly Side)
Lot 30/Block 9 (Northeasterly Side)
Lot 31/Block 9 (Northeasterly Side)
Lot 32/Block 9 (Northeasterly Side)

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LOTS*

Lot 1/Block 10
Lot 2/Block 10
Lot 3/Block 10
Lot 5/Block 10
Lot 6/Block 10
Lot 7/Block 10
Lot 10/Block 10
Lot 11/Block 10
Lot 13/Block 10

Lot 1/Block 11
Lot 2/Block 11
Lot 3/Block 11
Lot 4/Block 11
Lot 5/Block 11
Lot 6/Block 11
Lot 7/Block 11
Lot 8/Block 11
Lot 11/Block 11
Lot 12/Block 11
Lot 13/Block 11
Lot 14/Block 11
Lot 15/Block 11
Lot 16/Block 11
Lot 17/Block 11
Lot 18/Block 11
Lot 20/Block 11

Lot 1/Block 12
Lot 2/Block 12
Lot 3/Block 12
Lot 4/Block 12
Lot 6/Block 12
Lot 7/Block 12
Lot 10/Block 12
Lot 11/Block 12
Lot 12/Block 12
Lot 14/Block 12

ASSOCIATED USE EASEMENT

Lot 13/Block 10 (Northeasterly Side)
Lot 3/Block 10 (Northwesterly Side)
Lot 4/Block 10 (Northwesterly Side)
Lot 6/Block 10 (Northeasterly Side)
Lot 7/Block 10 (Northeasterly Side)
Lot 8/Block 10 (Northeasterly Side)
Lot 9/Block 10 (Northwesterly Side)
Lot 10/Block 10 (Northwesterly Side)
Lot 12/Block 10 (Northeasterly Side)

Lot 20/Block 11 (Northeasterly Side)
Lot 3/Block 11 (Northwesterly Side)
Lot 4/Block 11 (Northwesterly Side)
Lot 5/Block 11 (Northwesterly Side)
Lot 6/Block 11 (Northwesterly Side)
Lot 7/Block 11 (Northwesterly Side)
Lot 8/Block 11 (Northwesterly Side)
Lot 9/Block 11 (Northwesterly Side)
Lot 10/Block 11 (Northwesterly Side)
Lot 11/Block 11 (Northwesterly Side)
Lot 12/Block 11 (Northwesterly Side)
Lot 13/Block 11 (Northwesterly Side)
Lot 14/Block 11 (Northwesterly Side)
Lot 15/Block 11 (Northwesterly Side)
Lot 16/Block 11 (Northwesterly Side)
Lot 17/Block 11 (Northwesterly Side)
Lot 19/Block 11 (Northeasterly Side)

Lot 14/Block 12 (Northeasterly Side)
Lot 3/Block 12 (Northwesterly Side)
Lot 4/Block 12 (Northwesterly Side)
Lot 5/Block 12 (Northwesterly Side)
Lot 7/Block 12 (Northeasterly Side)
Lot 8/Block 12 (Northeasterly Side)
Lot 9/Block 12 (Northwesterly Side)
Lot 10/Block 12 (Northwesterly Side)
Lot 11/Block 12 (Northwesterly Side)
Lot 13/Block 12 (Northeasterly Side)

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