

Return to:
Lennon Colorado 367
Attn: Laurie F
Park Meadows Dr
Pine Tree, CO 80124

3290367 05/31/2005 02:57P Weld County, CO
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FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COYOTE RUN AT MEAD

This First Amendment to Declaration of Covenants, Conditions and Restrictions of Coyote Run at Mead ("First Amendment") is entered into the date and hereinafter set forth.

WITNESSETH:

WHEREAS, there has heretofore been executed and recorded a certain Declaration of Covenants, Conditions and Restrictions of Coyote Run at Mead, recorded on November 3, 2004, at Reception No. 3232703, in the office of the Clerk and Recorder of Weld County, Colorado, as amended and supplemented from time to time ("Declaration") (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined); and

WHEREAS, Section 13.8.1 of the Declaration provides that, so long as Declarant owns any portion of the property described on Exhibits A and D, to the Declaration, no amendment may be made to the Declaration except with the affirmative vote or agreement of Members holding at least ninety percent (90%) of the Allocated Interests; and

WHEREAS, as of the date of this First Amendment, the Declarant owns portions of the property described on Exhibits A and D to the Declaration; and

WHEREAS, the Owners who hold at least ninety percent (90%) of the Allocated Interests, desire to amend the Declaration as hereinafter set forth; and

WHEREAS, Section 13.8.4 of the Declaration permits an officer of the Association to sign and record amendments to the Declaration.

NOW, THEREFORE, the undersigned amends the Declaration as provided in this First Amendment:

1. Section 1.8 is amended by insertion of the following additional sentence at the end of said Section 1.8:

"Notwithstanding the foregoing, "Bound Party" shall not include any of the parties identified in this Section 1.8, including but not limited to Declarant, a Builder, and/or any Owner, in the event such parties have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim; in such circumstances, the dispute resolution mechanism set forth in such separate written agreement between such parties shall apply with respect to such Claim unless the parties mutually agree to submit such Claim to the provisions of Article 12 of this Declaration (Alternative Dispute Resolution)."



51-4022C

2. Section 1.9 is hereby deleted in its entirety and the following is substituted in its place: "Builder' means (i) any Person who acquires more than one Lot for the purpose of constructing a residential structure on each such Lot for sale to the public and (ii) any Person who acquires more than one Lot for sale to any Person fitting the description in Section 1.9(i) and/or for constructing a residential structure on any of such Lots for sale to the public."

3. Section 1.35 is amended by insertion of the words "or any Builder" in the fifth line immediately after the word "Declarant" and in the sixth line immediately after the word "Declarant".

4. In Section 10.14, and both subsections thereof, are deleted in their entirety and the following substituted in their place:

"Section 10.14. Landscaping.

Within the time frames as hereinafter provided, the Owner (other than Declarant or a Builder) of each Lot shall install landscaping on all of the Lot which is not covered or enclosed by a building, fence or other structure, and shall thereafter maintain such landscaping in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds, and replacement of landscaping. The Owner of each Lot (other than Declarant or a Builder) shall install landscaping on such Lot: by October 31 of the year of initial acquisition of such Lot from the Declarant or a Builder, if said initial acquisition occurs between April 1 and October 1; within six (6) months after initial acquisition of such Lot from the Declarant or a Builder, if said initial acquisition does not occur between such dates. Landscaping plans and other required documents shall be in accordance with the design guidelines (including, without limitation, specification of the amount of sod, the number, sizes and types of shrubs, and the number, sizes and types of trees), and shall be submitted to the Design Review Committee for review and approval prior to the installation of landscaping, except where installed by the Declarant or a Builder. If any Owner fails to comply with this Section, or with the requirements of the Design Review Committee in installation of landscaping, the Association may, at the direction of the Board of Directors, enter upon such Lot and install or maintain landscaping for which the Owner shall be obligated to pay, in accordance with and subject to the provisions of Section 8.2 of this Declaration (Association's Right to Maintain, Repair, Replace and Reconstruct)."

5. Except as amended hereby, the Declaration shall be and remain in full force and effect without modification.

Amendment



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COYOTE RUN AT MEAD

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS..... 1

Section 1.1. AAA. 1

Section 1.2. Agencies. 1

Section 1.3. Allocated Interests. 2

Section 1.4. Annexable Area. 2

Section 1.5. Annexable Area Easement. 2

Section 1.6. Applicant. 2

Section 1.7. Association. 2

Section 1.8. Bound Party. 2

Section 1.9. Builder. 2

Section 1.10. CCIOA. 3

Section 1.11. Claim. 3

Section 1.12. Claimant. 3

Section 1.13. Common Elements. 3

Section 1.14. Community. 3

Section 1.15. Declarant. 3

Section 1.16. Declaration. 4

Section 1.17. Design Review Committee or Committee. 4

Section 1.18. Development Rights. 4

Section 1.19. Board of Directors. 4

Section 1.20. Governing Documents. 4

Section 1.21. Improvements. 4

Section 1.22. Initially Unoccupied Lots. 5

Section 1.23. Lot. 5

Section 1.24. Lots that May Be Included. 5

Section 1.25. Member. 5

Section 1.26. Notice. 5

Section 1.27. Notice of Completion. 5

Section 1.28. Notice of Noncompliance. 6

Section 1.29. Owner. 6

Section 1.30. Party. 6

Section 1.31. Person. 6

Section 1.32. Respondent. 6

Section 1.33. Security Interest. 6

Section 1.34. Security Interest Holder. 6

Section 1.35. 75% Control Period. 7

Section 1.36. Special Declarant Rights. 7

Section 1.37. Termination of Mediation. 7

Section 1.38. Termination of Negotiations. 7

ARTICLE 2. MEMBERSHIP AND VOTING RIGHTS 8

Section 2.1. Association..... 8

Section 2.2. Board of Directors..... 8

Section 2.3. Voting Rights..... 8

ARTICLE 3. ASSOCIATION 8

Section 3.1. Authority of the Board of Directors..... 8

Section 3.2. Election of Part of the Board of Directors During the 75% Control
 Period..... 8

Section 3.3. Authority of Declarant During 75% Control Period..... 8

Section 3.4. Termination of 75% Control Period..... 9

Section 3.5. Delivery of Property by Declarant..... 9

Section 3.6. Budget..... 9

Section 3.7. Rules and Regulations..... 9

Section 3.8. Association Books and Records..... 9

Section 3.9. Information Regarding Security Interests..... 10

Section 3.10. Management Agreements and Other Contracts..... 10

Section 3.11. Cooperation with Community Association(s) and/or Any District(s)..... 10

Section 3.12. Merger..... 11

ARTICLE 4. ASSESSMENTS 11

Section 4.1. Personal Obligation for Assessments..... 11

Section 4.2. Purpose of Assessments..... 11

Section 4.3. Initial Annual Assessment..... 11

Section 4.4. Rate of Assessment..... 12

Section 4.5. Date of Commencement of Annual Assessments..... 12

Section 4.6. Special Assessments..... 13

Section 4.7. Notice and Quorum for Any Special Assessments..... 13

Section 4.8. Assessments/Charges for Services to Separate Areas of the
 Community..... 13

Section 4.9. Lien for Assessments..... 14

Section 4.10. Priority of Association Lien..... 14

Section 4.11. Certificate of Status of Assessments..... 15

Section 4.12. Effect of Non-Payment of Assessments; Remedies of the
 Association..... 15

Section 4.13. Surplus Funds..... 15

Section 4.14. Working Capital Fund..... 15

Section 4.15. Other Charges..... 16

Section 4.16. Assessments for Misconduct..... 16

ARTICLE 5. DESIGN REVIEW COMMITTEE..... 16

Section 5.1. Composition of Committee..... 16

Section 5.2. Review and Approval by Committee; Requirement for Approval by
 Governmental Entities..... 16

Section 5.3. Design Guidelines and Standards..... 17



Section 5.4. Procedures..... 17
 Section 5.5. Vote and Appeal..... 18
 Section 5.6. Prosecution of Work After Approval..... 18
 Section 5.7. Notice of Completion..... 18
 Section 5.8. Inspection of Work..... 18
 Section 5.9. Notice of Noncompliance..... 18
 Section 5.10. Correction of Noncompliance..... 19
 Section 5.11. Variance..... 19
 Section 5.12. Waivers; No Precedent..... 19
 Section 5.13. Records..... 19
 Section 5.14. Liability..... 19
 Section 5.15. Declarant's and Builder's Exemption..... 20

ARTICLE 6. INSURANCE..... 20

Section 6.1. Insurance..... 20
 Section 6.2. General Provisions of Insurance Policies..... 20
 Section 6.3. Deductibles..... 21
 Section 6.4. Payment of Insurance Proceeds..... 21
 Section 6.5. Association Insurance as Primary Coverage..... 21
 Section 6.6. Acceptable Insurance Companies..... 22
 Section 6.7. Insurance to be Maintained by Owners..... 22

ARTICLE 7. DAMAGE OR DESTRUCTION..... 22

Section 7.1. Damage or Destruction..... 22
 Section 7.2. Lots..... 23

ARTICLE 8. EXTERIOR MAINTENANCE..... 23

Section 8.1. General..... 23
 Section 8.2. Association's Right to Maintain, Repair, Replace and Reconstruct..... 24
 Section 8.3. Maintenance of and Non-Interference with Grade and Drainage;
 Irrigation Recommendations Around Foundations and Slabs..... 24
 Section 8.4. Owner's Acts or Omissions..... 25

ARTICLE 9. EASEMENTS..... 25

Section 9.1. Other Easements..... 25
 Section 9.2. Access Easement..... 25
 Section 9.3. Utilities Easement..... 26
 Section 9.4. Easement for Encroachments..... 26
 Section 9.5. Drainage Easement..... 26
 Section 9.6. Easement for Unannexed Property..... 26

ARTICLE 10. RESTRICTIONS..... 27

Section 10.1. General Plan; Restrictions Imposed..... 27
 Section 10.2. Compliance with Law..... 27
 Section 10.3. Residential Use..... 27



Section 10.4. Household Pets. 28
 Section 10.5. Temporary Structures; Unsightly Conditions. 28
 Section 10.6. Miscellaneous Improvements. 28
 Section 10.7. Vehicular Parking, Storage and Repairs. 29
 Section 10.8. Nuisances. 30
 Section 10.9. No Hazardous Activities; No Hazardous Materials or Chemicals. 31
 Section 10.10. No Annoying Lights, Sounds or Odors. 31
 Section 10.11. Restrictions on Trash and Materials. 31
 Section 10.12. Lots to be Maintained. 31
 Section 10.13. Leases. 31
 Section 10.14. Landscaping. 32
 Section 10.15. Restrictions on Mining or Drilling. 32

ARTICLE 11. COMMON ELEMENTS 32

Section 11.1. Owners' Easements of Enjoyment. 32
 Section 11.2. Extent of Owners' Easements. 33
 Section 11.3. Declarant's Use of Common Elements. 33
 Section 11.4. Delegation of Use. 34
 Section 11.5. Payment of Taxes or Insurance by Security Interest Holders. 34
 Section 11.6. Conveyance or Encumbrance of Common Elements. 34
 Section 11.7. Designation of Common Elements. 34
 Section 11.8. Duty to Accept Property and Facilities Transferred by Declarant. 34

ARTICLE 12. ALTERNATIVE DISPUTE RESOLUTION 34

Section 12.1. Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation. 34
 Section 12.2. Consensus for Association Action. 35
 Section 12.3. Claims. 35
 Section 12.4. Mandatory Procedures. 36
 Section 12.5. Amendment. 37

ARTICLE 13. GENERAL PROVISIONS 38

Section 13.1. Enforcement; Fines. 38
 Section 13.2. Severability. 38
 Section 13.3. Conflict of Provisions. 38
 Section 13.4. Annexation; Withdrawal. 39
 Section 13.5. Minor Violations of Setback Restrictions. 40
 Section 13.6. Subdivision or Replatting of Lots. 41
 Section 13.7. Declarant's and Builder's Use. 41
 Section 13.8. Duration, Revocation, and Amendment. 41
 Section 13.9. Registration of Mailing Address. 42
 Section 13.10. HUD or VA Approval. 42
 Section 13.11. Termination of Community. 43
 Section 13.12. Transfer of Special Declarant Rights. 43
 Section 13.13. Eminent Domain. 43



3232703 11/03/2004 02:38P Weld County, CO
 55 of 55 R 276.00 D 0.00 Steve Moreno Clerk & Recorder

Section 13.14. Limitation on Liability. 43
 Section 13.15. No Representations, Guaranties or Warranties. 43
 Section 13.16. Disclaimer Regarding Safety. 43
 Section 13.17. Waiver. 44
 Section 13.18. Headings. 44
 Section 13.19. Gender. 44
 Section 13.20. Run with Land; Binding Upon Successors. 44

- EXHIBIT A - Community
- EXHIBIT B - Common Elements
- EXHIBIT C - Certain Title Exceptions
- EXHIBIT D - Part of the Annexable Area

EXHIBIT A
TO THE
ACTION BY CONSENT IN LIEU OF A SPECIAL MEETING OF THE MEMBERS OF
COYOTE RUN AT MEAD HOMEOWNERS ASSOCIATION, INC.

COYOTE RUN HOMEOWNERS ASSOCIATION
PROPOSED BUILDOUT BUDGET
BUILDOUT 151 HOMESITES

INCOME

	\$92,412
HOMEOWNERS ASSESSMENTS	504
WORKING CAPITAL	0
DECLARANT SUBSIDY	150
INTEREST INCOME (OPERATING)	250
LATE/LEGAL/FINES	
	\$93,316

TOTAL:

OPERATING EXPENSES

	16,308
TRASH REMOVAL	7,000
WATER	1,000
ELECTRIC	3,200
SPRINKLER REPAIRS	27,000
LANDSCAPE CONTRACT	2,200
SNOW REMOVAL	800
LIGHTING MAINTENANCE	500
FENCE MAINTENANCE	800
PARK MAINTENANCE	500
LEGAL	1,500
INSURANCE PREMIUM	1,800
AUDIT/TAXES	1,400
BANK CHARGES/STATEMENTS	3,600
GENERAL ADMINISTRATION	15,360
MANAGEMENT FEE	280
MISC	250
BAD DEBT	
	\$83,498

TOTAL:

\$9,000

RESERVE CONTRIBUTION


\$92,498

TOTAL DISBURSEMENTS

\$51.00

MONTHLY ASSESSMENTS

Return to:
Rechlitz & Senior
7670 S. Chester St., Ste. 210
Englewood, CO 80112-3479


3232703 11/03/2004 02:38P Weld County, CO
1 of 55 R 276.00 D 0.00 Steve Moreno Clerk & Recorder

703

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COYOTE RUN AT MEAD

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COYOTE RUN AT MEAD is made and entered into by LENNAR COLORADO, LLC, a Colorado limited liability company ("Declarant").

WITNESSETH:

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

WHEREAS, the Declarant desires to subject and place upon the property described on the attached Exhibit A certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other provisions; 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 grantee's 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, Declarant hereby declares that one or more plats that include the property described on the attached Exhibit A have been recorded and that all of the real property described on the 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.

ARTICLE 1. DEFINITIONS

Section 1.1. AAA.

"AAA" means the American Arbitration Association.

Section 1.2. Agencies.

"Agencies" means 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 Association common expenses and votes in the Association allocated to each Lot. The Allocated Interest for each Lot shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within 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 Declarant may elect in its sole discretion in an amount not to exceed the maximum permitted pursuant to CCIOA.

Section 1.5. *Annexable Area Easement.*

"Annexable Area Easement" means a non-exclusive, perpetual easement and right-of-way for pedestrian and vehicular access, ingress and egress, on, over and across the roads, driveways, streets, sidewalks, accessways and similar Common Elements, now or hereafter constructed, erected, installed or located in or on the Community, and 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, as more fully provided in Section 9.6 of this Declaration (Easement for Unannexed Property).

Section 1.6. *Applicant.*

"Applicant" means the Person who submits plans and specifications regarding Improvements for review by the Design Review Committee and approval by the Board of Directors, as further described in Article 5 of this Declaration (Design Review Committee).

Section 1.7. *Association.*

"Association" means Coyote Run at Mead Homeowners Association, Inc., a community association as provided in CCIOA.

Section 1.8. *Bound Party.*

"Bound Party" means each of the following: Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; any builder or contractor, and their respective officers, directors, employees and agents, who construct residences or other Improvements in the Community; all Persons subject to this Declaration; and any Person not otherwise subject to this Declaration who agrees to submit to Article 12 of this Declaration (Alternative Dispute Resolution).

Section 1.9. *Builder.*

"Builder" means any Member other than the Declarant who acquires (or has acquired prior to annexation to this Declaration) one or more Lots for the purpose of constructing one or more commercial or residential structures thereon, and who is designated as a Builder by 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 Weld, Colorado.

Section 1.10. CCIOA.

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

Section 1.11. Claim.

"Claim" means, except as exempted by the terms of Article 12 of this Declaration (Alternative Dispute Resolution), any claim, grievance or dispute between one Bound 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 or duties of any Bound 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 Bound Party.

Section 1.12. Claimant.

"Claimant" means any Bound Party having a Claim.

Section 1.13. Common Elements.

"Common Elements" means any property owned or leased by the Association other than a Lot, which exists for the common use of more than one of the Owners. The Common Elements at the time of recordation of this Declaration are described on Exhibit B attached hereto and incorporated herein by this reference.

Section 1.14. Community.

"Community" means real estate described in this Declaration, as supplemented and amended from time to time, 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 Declaration. The Community is a planned community under CCIOA. The name of the Community is Coyote Run at Mead.

Section 1.15. Declarant.

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

1.15.1. As part of a common promotional plan, offers to dispose of to a purchaser such Declarant's interest in a Lot not previously disposed of to a purchaser; or

1.15.2. Reserves or succeeds to any Special Declarant Right.

Section 1.16. Declaration.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions of Coyote Run at Mead 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, maps and plats.

Section 1.17. Design Review Committee or Committee.

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

Section 1.18. Development Rights.

"Development Rights" means the following rights or combination of rights reserved by the Declarant as provided in this Declaration:

- 1.18.1. add real estate to this Community;
- 1.18.2. create Lots and/or Common Elements;
- 1.18.3. subdivide or replat Lots; and
- 1.18.4. withdraw real estate from this Community.

The 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 Development Rights. The Declarant's rights to exercise Development Rights shall terminate automatically as provided in Section 1.36 of this Declaration (Special Declarant Rights).

Section 1.19. Board of Directors.

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

Section 1.20. Governing Documents.

"Governing Documents" means this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, any design guidelines and any rules and regulations of the Association.

Section 1.21. Improvements.

"Improvements" means all improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features. The foregoing shall include, without limitation, 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, driveways, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel,



bark, exterior light fixtures, poles, basketball backboards and hoops, whether fixed or movable, signs, exterior tanks, utilities facilities, pipes, lines, and exterior air conditioning, cooling, heating and water softening equipment, if any. For purposes of Article 5 of this Declaration (Design Review Committee) and only in such Article, the word "exterior" shall be inserted immediately preceding the fourth word "improvements" in the first sentence of this Section.

Section 1.22. *Initially Unoccupied Lots.*

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

Section 1.23. *Lot.*

"Lot" means each platted lot that is now or hereafter included in the real property described on the attached Exhibit A, as the same may be subdivided or replatted from time to time (and "Lot" shall include all lots created as a result of such subdivision or replatting), as well as any other platted lots now or hereafter included in any real property annexed to this Declaration, with the exception of the Common Elements 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 part of a legally sufficient description of a Lot.

Section 1.24. *Lots that May Be Included.*

"Lots that May Be Included" means One Hundred Seventy-Five (175) Lots, which shall be the maximum number of Lots that may be subject to this Declaration, including those Lots which may be included if all of the Annexable Area is annexed to this Declaration. However, the aforesaid number of Lots that May be Included is not a representation or a guarantee as to the actual number of Lots that will ultimately be included in the Community

Section 1.25. *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 Association shall have one (1) class of membership. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Each Lot shall have one (1) membership and there is only one (1) Member per Lot, even if the Lot is owned by multiple Owners.

Section 1.26. *Notice.*

"Notice" means the written notification given by a Claimant to a Respondent and which shall comply with the requirements of Section 12.4.1 of this Declaration.

Section 1.27. *Notice of Completion.*

"Notice of Completion" means that written notice of completion of the Improvement provided by the Applicant of such Improvement to the Design Review Committee, as further described in Section 5.6 of this Declaration (Prosecution of Work After Approval).



Section 1.28. *Notice of Noncompliance.*

"Notice of Noncompliance" means that a written notice of noncompliance provided by the Design Review Committee to the Owner for the Improvement stating that the Improvement was not approved, not completed in the proper time, and/or was not completed in substantial compliance with the approval that was granted, as further described in Section 5.8 of this Declaration (Inspection of Work).

Section 1.29. *Owner.*

"Owner" means each fee simple title holder of a Lot, including without limitation the Declarant 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 Owner of a Lot.

Section 1.30. *Party.*

"Party" means the Claimant and the Respondent individually; "Parties" means the Claimant and the Respondent collectively.

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 entity recognized under the laws of the State of Colorado or any combination thereof.

Section 1.32. *Respondent.*

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

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 Association, and any other consensual lien or title retention contract intended as security for an obligation. For purposes of Section 4.11 of this Declaration and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.2 of this Declaration, "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 County in which such 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 Declaration and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.2 of this Declaration, the Administrator of Veteran's Affairs, an



Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records of the County in which such 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 seven (7) years after initial recording of this Declaration in Weld County, Colorado. However, the 75% Control Period shall terminate earlier upon the first to occur of the following events, if any of the following occur within the time period that is specified in the first sentence of this Section: sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that May Be Included to Owners other than a Declarant; two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business; or two (2) years after any right to add new Lots to the Declaration was last exercised.

Section 1.36. Special Declarant Rights.

"Special Declarant Rights" means the following rights, which rights are hereby reserved for the benefit of the Declarant, and which rights may be further described in this Declaration: to build and complete Improvements in the Community; to exercise any Development Right; to maintain sales offices, construction offices, management offices, model homes 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 make the Community subject to a master association; to merge or consolidate a common interest community of the same form of ownership; or to appoint or remove any officer of the Association or any Board of Directors member during any 75% Control Period. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Community. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time. Such rights shall terminate automatically at such time as the Declarant no longer owns any portion of the property described on the attached Exhibits A and D.

Section 1.37. Termination of Mediation.

"Termination of Mediation" means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or agreed to by the Parties) and upon the expiration of which the Parties have not settled the Claim.

Section 1.38. Termination of Negotiations.

"Termination of Negotiations" means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.



ARTICLE 2. MEMBERSHIP AND VOTING RIGHTS

Section 2.1. Association.

The Association has been or will be formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration and in its Articles of Incorporation and Bylaws.

Section 2.2. Board of Directors.

The affairs of the Association shall be managed by a Board of Directors. The number, term and qualifications of the Board of Directors shall be fixed in the 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 Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association.

Section 2.3. Voting Rights.

Each Member shall be entitled to one (1) vote for each Lot owned except that no votes allocated to a Lot owned by the Association may be cast. The maximum number of votes which may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Association.

ARTICLE 3. ASSOCIATION

Section 3.1. Authority of the Board of Directors.

Action by or on behalf of the 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 Declaration, the Articles of Incorporation or Bylaws of the 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 Declarant or a Builder, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Members other than the Declarant, provided that the Declarant reserves the right to appoint a majority of the Board. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that May Be Included to Owners other than a 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 other than the Declarant, provided that the Declarant reserves the right to appoint a majority of the Board.

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

Except as otherwise provided in this Article, during the 75% Control Period, the Declarant or Persons appointed by the Declarant may appoint all officers and Directors, and may remove all officers and directors which have been appointed by the Declarant. The Declarant may voluntarily



surrender the right to appoint and remove officers and directors before termination of the 75% Control Period; but, in that event, the Declarant may require, for the duration of the 75% Control Period, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 3.4. Termination of 75% Control Period.

Not later than the termination of the 75% Control Period, the Members shall elect an Board of Directors, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board of Directors shall elect the officers. Such Board of Directors members and officers shall take office upon election.

Section 3.5. Delivery of Property by Declarant.

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

Section 3.6. Budget.

Within ninety (90) 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 Association budget to all the Members and shall set a date for a meeting of the Members to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary. The Board of Directors shall give notice to the Owners of the meeting as provided in the Bylaws of the Association. The budget proposed by the Board of Directors does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by ninety percent (90%) of the votes in the Association, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Board of Directors and not vetoed by the Owners must be continued until such time as a subsequent budget proposed by the Board of Directors is not vetoed by the Owners.

Section 3.7. Rules and Regulations.

Rules and regulations concerning and governing the Lots, Common Elements, and/or this Community may be adopted, amended and/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 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 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, if any exist. Any rules and regulations that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to this Declaration and all provisions hereof.

Section 3.8. Association Books and Records.

The Association shall make available to Owners, prospective purchasers, Security Interest Holders, and insurers or guarantors of any such Security Interest, current copies of this Declaration, and the Articles of Incorporation, Bylaws, rules and regulations, design guidelines, books, records



and financial statements of the Association, and the Owners or other parties conducting such inspections shall pay all costs associated therewith. However, the Board of Directors may, at any time(s), prior or subsequent to a request for inspection, determine that items are confidential and should not be made available. "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 Association, provide the 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 the Security Interest Holder on a Member's Lot, and at other times upon request of the Association, such Member shall provide the aforesaid information to the 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 Association's business or other contracts providing for the services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereof, 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 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 HUD or VA requires such approval).

Section 3.11. *Cooperation with Community Association(s) and/or Any District(s).*

The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association(s) and/or any district(s), to share the costs and/or responsibility for any maintenance, repair, replacement, or other matters, to perform maintenance, repair or replacement 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 other community association(s) and/or any district(s), or to otherwise cooperate with other community association(s) and/or any 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 Association and any other community association(s) and/or any district(s), as the Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association(s) and/or any district(s), to collect assessments, other charges, or other amounts which may be due to such entity and to permit such entity to collect assessments, other charges, or other amounts which may be due to the Association; in any such instance, the Association shall provide for remittance to



such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

Section 3.12. Merger.

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

ARTICLE 4. ASSESSMENTS

Section 4.1. Personal Obligation for Assessments.

Each Owner of a Lot, including 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 Association annual assessments or charges, special assessments, and other charges, fines, fees, interest, late charges, and other amounts, all as provided in this Declaration; with such assessments and other amounts to be established and collected as hereinafter provided. The obligation for such payments by each Owner to the 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 Declaration), and without set-off or deduction. All Owners of each Lot shall be jointly and severally liable to the Association for the payment of all assessments, fees, charges and other amounts attributable to their Lot. Each amount, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person(s) who was 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 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 Association, or the Board of Directors, or which the Association, or the Board of Directors, may be empowered to pursue pursuant to this Declaration, the Articles of Incorporation or Bylaws of the 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.

Section 4.3. Initial Annual Assessment.

Until the effective date of an 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 Lot shall not exceed Seventy-Five and No/100 Dollars (\$75.00) per Lot per month, exclusive of any amounts due to any other Person or entity. However, the rate of assessments paid by Initially Unoccupied Lots shall be less than that 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 Association and shall be apportioned among the Lots in accordance with their Allocated Interests. Notwithstanding the foregoing, however, the amount of the annual assessment and special assessment against the Initially Unoccupied Lots shall be set at a lower rate than the rate of annual assessments and special assessments against other Lots, because the Initially Unoccupied Lots receive and benefit from fewer services funded by such assessments than the other Lots. Colorado Revised Statutes §38-33.3-315(3)(b) states that "Any common expense or portion thereof benefitting fewer than all of the units shall be assessed exclusively against the units benefitted." Based on this provision, the Initially Unoccupied 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 Lots.

4.4.2. The annual assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced on a periodic basis, and for the payment of insurance deductibles.

4.4.3. Prior to automatic termination of the Special Declarant Rights as provided in Section 1.36 of this Declaration, the Declarant may in its discretion, but shall not be required to, cover certain costs of the Association by payment of any amount(s), which shall constitute an advance against future amounts (including assessments) due from the Declarant; provided, however, that any such advances which have not been credited against amounts (including assessments) due from the Declarant as of termination of the 75% Control Period shall then be repaid by the Association to the Declarant, without interest, to the extent that the 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 Declarant shall continue to constitute advances against amounts (including assessments) due from the Declarant until conveyance by the Declarant of all of the property described on the attached Exhibits A and D. If the Declarant elects in its discretion to advance any amounts as provided in this subparagraph, Declarant shall not, under any circumstances, be obligated to continue advance, payment or funding of any such amount(s) in the future.

Section 4.5. Date of Commencement of Annual Assessments.

The 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 Association, annual assessments shall not be greater than the amount set forth in Section 4.3 (Initial Annual Assessment) hereof until a budget is adopted by the Board of Directors and not vetoed by the Members, as provided in this Declaration. A budget shall be so adopted by the Association no less frequently than annually. The annual assessments shall be due and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, 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 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 of the Association votes cast by Members voting in person or by proxy 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 any portion of real property for which the 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 real property, or for the funding of any expense or deficit incurred by the Association. Any such special assessment shall be set against each Lot in accordance with the Allocated Interests set forth in this Declaration, except that the special assessments against Initially Unoccupied Lots shall be set in accordance with Section 4.4.1 hereof. 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 hereof. 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 hereof shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the Association 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 Separate Areas of the Community.

The Association may, at any time from time to time, provide services to any separate area(s) (containing less than all of the Lots) in the Community. If such services are not funded by the annual assessments or special assessments, then such services shall be provided, if at all, pursuant to an agreement in writing between the Association and the Owners of the Lot(s) for which such service is to be provided, as applicable, 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 Association. Services which may be provided by the Association pursuant to this Section include, without limitation, (a) the construction, care, operation, management, maintenance, repair, replacement, reconstruction and renovation of Improvements or property owned by such Owner(s); (b) the provision of any services or functions to such area; (c) the enforcement of the provisions of any declaration, covenants or any other document or agreement for, on behalf of, and in the name of the applicable Owners; (d) the

payment of taxes or other amounts for Owners with funds provided by such Owners; (e) the procurement of insurance for Owners.

Section 4.9. *Lien for Assessments.*

4.9.1. The Association has a lien on each Lot for any amount levied against that Lot or the Owner(s) thereof, including for fines imposed against the Lot's Owner(s). Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration are enforceable as assessments under this Article. 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 Association acceleration of installment obligations.

4.9.2. Recording of this 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 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(s) of the Lot, and a description of the Lot. If a lien is filed, the costs and expenses thereof shall be added to the assessments for the Lot against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

Section 4.10. *Priority of 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 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 assessment sought to be enforced 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 amounts made by the Association.

4.10.4. The Association's lien on a Lot for assessments and other amounts 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 Declaration shall constitute a waiver of the homestead and any other exemption as against said Association lien.

Section 4.11. *Certificate of Status of Assessments.*

The 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 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 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 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 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 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 charge a monthly late charge thereon in such amount as the Board of Directors may determine in its discretion from time to time. The Association may bring an action at law against the Owner(s) 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 a reasonable attorney's fee to be fixed by the court, together with the costs of the action and interest, and may include late charges, as above provided. No Owner may be exempt from liability for payment of assessments 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 Association or its performance. This Article does not prohibit actions or suits to recover sums for which this Declaration creates a lien, nor does this Article prohibit the Association from taking a deed in lieu of foreclosure.

Section 4.13. *Surplus Funds.*

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

Section 4.14. *Working Capital Fund.*

The Association shall require the Owner(s) (other than the Declarant or a Builder) of each Lot to make a non-refundable contribution to the Association in an amount equal to two (2) months' annual assessments (regardless of whether or not annual assessments have commenced as provided in Section 4.5 of this Declaration (Date of Commencement of Annual Assessments)). Said contribution shall be collected and transferred to the Association at the time of closing of each sale of each Lot and shall, until use, be maintained for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures, reduce deficits, 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.

Section 4.15. Other Charges.

The 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 Association by its managing agent or other Person: copying of Association or other documents; returned checks; telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Lot; notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). All such charges, costs and fees shall be in addition to the assessments levied by the Association, but shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments.

Section 4.16. Assessments for Misconduct.

If any Association expense is caused by the misconduct of any Owner, his family members, tenants, guests or invitees, the Association may assess that Association expense exclusively against such Owner and his Lot.

ARTICLE 5. DESIGN REVIEW COMMITTEE

Section 5.1. Composition of Committee.

The Design 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 Declarant Rights as provided in Section 1.36 of this Declaration, the Declarant may appoint the Design Review Committee. The power to "appoint" as provided herein, shall include without limitation the power to: constitute the initial membership of the Design Review Committee; appoint member(s) to the Design Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member of the Design Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such length of time(s), subject to the aforesaid power of removal, as may be set from time to time in the discretion of the appointor. The appointments of all then-current members of the Committee who were appointed by the Declarant shall automatically terminate at such time as the Declarant's power to appoint members of the Committee expires. The members of the Design Review Committee shall not be "officers" of the Association, and thus shall not have any of the rights or duties attributable thereto.

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

5.2.1. Except as provided in Section 5.15 of this Declaration (Declarant's and Builder's Exemption), 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 in writing by the Design Review Committee.

5.2.2. The Design Review Committee shall exercise its reasonable judgment to the end that all proposed Improvements conform to and harmonize with the existing surroundings and Improvements. In its review of such plans, specifications and other materials and information, the Design 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 assessments against the Lot for which the request for approval was made, but shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection of such assessments, as more fully provided in this Declaration. The Committee may, from time to time, issue rules, instructions or requirements relating to any aspect(s) of the design review function.

5.2.3. In addition to the required approvals by the Design 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 the Town of Mead, 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. *Design Guidelines and Standards.*

The Design Review Committee has the authority to, at any time from time to time, enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce, design or architectural guidelines and standards to interpret and implement the provisions of this Article and the Declaration. Without limiting the generality of the foregoing, such guidelines and/or standards may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submission in order to obtain review by the Committee, may state procedural requirements, or may provide for blanket approvals, interpretations or restrictions on Improvements. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval, or may state that certain types of fences are considered pre-approved (as long as such fences are in an approved location and comply with the applicable guidelines and/or standards) and that no other type of fences will be approved by the Committee. The Committee shall have the authority to enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce separate guidelines and standards that govern the different types of dwelling units and/or Lots in the Community. Any guidelines, rules and regulations of the Committee shall be consistent, and not in conflict, with this Article and the other provisions of this Declaration.

Section 5.4. *Procedures.*

The Design Review Committee shall decide each request for approval within sixty (60) days after the complete submission of all the plans, specifications and other materials and information which the Committee may require in conjunction therewith. If the Design Review

Committee fails to decide any request within sixty (60) days after the complete submission of all the plans, specifications, materials and other information with respect thereto, then the request for approval shall be deemed to have been denied.

Section 5.5. *Vote and Appeal.*

A majority vote of the Design 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 Design Review Committee decides a request for approval, then any Owner shall have the right to an appeal of such decision to the full Committee, upon a request therefor submitted to the Committee within ten (10) days after such decision by the Committee's representative.

Section 5.6. *Prosecution of Work After Approval.*

After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with the terms and conditions of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application therefor (or such longer time as may be granted in writing by the Committee in its discretion) or to complete the Improvement in complete conformance with terms and conditions of the approval, shall constitute noncompliance with the requirements for approval of Improvements by the Design Review Committee.

Section 5.7. *Notice of Completion.*

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

Section 5.8. *Inspection of Work.*

The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement prior to or after completion in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article; provided, however, that the right of inspection shall terminate sixty (60) days after the Design Review Committee shall have received a Notice of Completion from the Applicant.

Section 5.9. *Notice of Noncompliance.*

If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement has been done without obtaining the approval of the Design Review Committee or was not done in substantial compliance with terms and conditions of the approval that was granted, or was not completed within one (1) year after the date of approval, subject to any extensions of time granted pursuant to Section 5.6 of this Declaration (Prosecution of Work After Approval), the Design Review Committee shall notify the Applicant in writing of the noncompliance; which notice shall be given, in any event, within sixty (60) days after the Design Review Committee receives a



Notice of Completion from the Applicant. The notice shall specify the particulars of the noncompliance.

Section 5.10. *Correction of Noncompliance.*

If the Committee determines that a noncompliance exists, the Applicant shall remedy or remove (and return the subject property or structure to its original condition) the same within a period of not more than thirty (30) days from the date of receipt by the Applicant of the ruling of the Committee. If the Applicant does not comply with the Committee ruling within such period, the Committee may, at its option, 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 Committee, upon demand, for all costs and expenses incurred with respect thereto. The right of the Committee to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Committee may have at law, in equity, or under this Declaration.

Section 5.11. *Variance.*

The Design Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article 10 of this 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 5.12. *Waivers; No Precedent.*

The approval or consent of the Design Review Committee, or any representative thereof, to any application for 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 5.13. *Records.*

The Design Review Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon for such period of time as may be determined by the Board of Directors in its discretion from time to time, and such records shall be available to Members for inspection at reasonable hours of the business day.

Section 5.14. *Liability.*

Neither the Design Review Committee, nor any member thereof, shall be liable in equity or damages to any person submitting requests for approval or to any Owner 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 Design Review Committee shall not be responsible for the safety, whether structural or otherwise, of any item(s) submitted for



review, nor the conformance with applicable building codes or other governmental laws or regulations, and any approval of an Improvement by the Design Review Committee shall not be deemed an approval of any such matters. No Member or other Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval or disapproval granted by the Architectural Review Committee.

Section 5.15. Declarant's and Builder's Exemption.

5.15.1. Notwithstanding anything to the contrary contained in this Declaration, until automatic termination of the Special Declarant Rights as provided in Section 1.36 hereof, the 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).

5.15.2. Notwithstanding anything to the contrary contained in this Declaration, as long as a Builder has received design approval from the Declarant, such Builder 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). The exemption contained in this subsection shall expire upon the termination of the Special Declarant Rights as provided in Section 1.36 hereof.

ARTICLE 6. INSURANCE

Section 6.1. Insurance.

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

All policies of insurance carried by the Association shall comply with this Section. All policies of insurance carried by the Association shall be carried in blanket policy form naming the 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 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 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 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 Association shall also contain waivers of subrogation against any Owner or member of such Owner's household. Further, all policies of insurance carried by the Association 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 Association.

Section 6.3. *Deductibles.*

The 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 Association, may 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, may be partly or wholly borne by the Association, and/or may be shared by any such Person(s) and the Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of one or more Owners. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner(s) in question and the Association may collect the amounts from said Owner(s) in the same manner as any assessment.

Section 6.4. *Payment of Insurance Proceeds.*

Any loss covered by an insurance policy described in Section 6.1 (Insurance) hereof must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Security Interest Holder. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and Security Interest Holders, as their interests may appear. Subject to the provisions of Section 7.1 of this Declaration (Damage or Destruction), the proceeds must be disbursed first for the repair or replacement of the damaged property; and the 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 replaced or the Community is terminated.

Section 6.5. *Association Insurance as Primary Coverage.*

If at the time of any loss under any policy which is in the name of the 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 Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any assessment. Any such Owner's policy shall also contain waivers of subrogation.

Section 6.6. *Acceptable Insurance Companies.*

Each insurance policy purchased by the Association must be written by an insurance carrier which is authorized by law to do business in the State of Colorado. The 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 6.7. *Insurance to be Maintained by Owners.*

An insurance policy issued to the Association does not obviate 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 personal property belonging to an Owner and public liability insurance coverage on each Lot, shall be the responsibility of the Owner of such Lot. Each Lot shall be insured in an amount not less than the full replacement value of the Improvements thereon and such insurance shall name the Association as an additional insured under the policy.

ARTICLE 7. DAMAGE OR DESTRUCTION

Section 7.1. *Damage or Destruction.*

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

7.1.1.1. The Community is terminated; or

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

7.1.1.3. Sixty-seven percent (67%) of the Members, including every Member whose dwelling unit 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 Declarant, a Security Interest Holder of a Security Interest on the damaged portion of the Community 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 Association, but which is in excess of insurance proceeds and reserves, is an 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. If the Members vote not to rebuild any Lot, that Lot's Allocated Interests are



automatically reallocated as if the Lot had been condemned as provided in Section 13.13 of this Declaration (Eminent Domain), and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting such reallocations.

Section 7.2. Lots.

Except as otherwise provided in Section 7.1 (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 and reconstruction within a reasonable time, as provided above, and diligently pursue the same in conformance with the plans approved by the Committee, then the Association may, in its reasonable discretion, after providing the notice required in Section 8.2 (Association's Right to Maintain, Repair, Replace and Reconstruct) hereof, enter upon the Lot and complete such repair and reconstruction.

ARTICLE 8. EXTERIOR MAINTENANCE

Section 8.1. General.

8.1.1. Maintenance, repair and replacement of the Common Elements, 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 Association unless such Improvements have been dedicated to and accepted by a local government entity for the purpose of maintenance, repair and replacement or unless such maintenance, repair and replacement has been authorized by law to be performed by a special district or other municipal or quasi-municipal entity. Without limiting the generality of the foregoing, the Association shall maintain drainage facilities and certain fences, as provided in notes 9 and 10 of the final plat of Coyote Run Subdivision, recorded on May 16, 2002, at Reception No. 2951802, in the office of the Clerk and Recorder of Weld County, Colorado, as amended. Further, the Association may, but shall not have a duty to, provide such other maintenance, repair and replacement as the Board of Directors deems appropriate from time to time including, without limitation, maintenance, repair and replacement of publicly-dedicated property and Improvements located thereon. The costs, expenses, fees, and other amounts to be expended for the maintenance and repair provided for in this subsection shall, subject to Section 8.4 (Owner's Acts or Omissions) hereof, be collected by the Association as assessments and paid as Association expenses.

8.1.2. The Association may contract for regular trash removal service to be provided for the Lots, which shall be paid by the Owners as part of the assessments to the Association that are provided for in Article 4 of this Declaration (Assessments). Any Owner desiring non-regular or extraordinary trash removal shall make his or her own arrangements for the same and pay for the same in addition to the assessments that are due to the Association.

8.1.3. Except as provided in the preceding subsections 8.1.1 and 8.1.2, the maintenance, repair and replacement of each Lot, and the Improvements thereon, shall be performed by the Owner(s) thereof at such Owner's sole costs and expense. However, the foregoing is subject to the provisions of Section 8.4 of this Declaration (Owner's Acts or Omissions).

Section 8.2. Association's Right to Maintain, Repair, Replace and Reconstruct.

In the event any Owner shall fail to perform his maintenance, repair, replacement and/or reconstruction obligations in a manner satisfactory to the Board of Directors, the Association may, if said failure continues for a thirty (30) day period after written notice to said Owner(s) 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, replacement and/or reconstruction. The cost of such maintenance, repair, replacement and/or reconstruction shall be the personal obligation of the Owner(s) of the Lot on which such work is performed, and shall be subject to all of the terms and provisions applicable to "assessments" as provided in Article 4 of this Declaration (Assessments), including, without limitation, interest, late charges and lien rights.

Section 8.3. Maintenance of and Non-Interference with Grade and Drainage; Irrigation Recommendations Around Foundations and Slabs.

8.3.1. Each Owner shall maintain the grading on his Lot (including grading around the building foundation), and the 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 Association agree, for themselves and their heirs, personal representatives, 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 the Common Elements, then the party responsible for the maintenance of such real property shall submit a plan to the Design Review Committee for its review and approval, in accordance with Article 5 of this Declaration (Design Review Committee), and any such change shall also be made in accordance with all laws, regulations and resolutions of any applicable governmental entities. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading by the Declarant is completed.

8.3.2. The Owner of a Lot 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 dwelling unit 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 or slabs.



Section 8.4. *Owner's Acts or Omissions.*

Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair, replacement and/or reconstruction of the Common Elements or any Lot(s), 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 guest or invitee of such Owner, the cost of such repair, maintenance, replacement, and/or 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; and any costs, expenses and fees incurred by the Association for such maintenance, repair, replacement and/or reconstruction shall be added to the assessment to which such Owner's Lot is subject and shall be subject to all of the terms and provisions of Article 4 of this Declaration (Assessments). A determination of the act or omission of any Owner, or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the 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.

ARTICLE 9. EASEMENTS

Section 9.1. *Other Easements.*

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

Section 9.2. *Access Easement.*

Each Lot shall be subject to an easement in favor of the Association, including the agents, employees and contractors thereof, for performing maintenance, repair, replacement and/or reconstruction, or other services as provided in this Declaration, including without limitation, maintenance, repair, replacement and/or reconstruction pursuant to Article 8 of this Declaration (Exterior Maintenance); and for and incidental to enforcement of any term or provision of the Governing Documents; and for construction, maintenance, repair, replacement and/or reconstruction of fencing, as more fully provided in note 9 on the final plat of Coyote Run Subdivision, recorded on May 16, 2002, at Reception No. 2951802, in the office of the Clerk and Recorder of Weld County, Colorado, as amended. 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 Association if it is responsible, is liable for the cost of prompt repair. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Lot; except that no such notice shall be required in connection with any exterior, non-intrusive maintenance; and except that in emergency situations entry upon a Lot may be made at any time provided that the Owner(s) or occupant(s) of each affected Lot shall be warned of impending emergency entry as early as is reasonably possible. The interior of any residence located on a Lot shall not be subject to the easements provided for in this Section.



Declarant hereby reserves a blanket easement upon, across, over and under the Common Elements for utilities and the installation, replacement, repair, maintenance and/or reconstruction 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 and maintain the necessary facilities, equipment and appurtenances on the Common Elements and to affix, 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, 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 Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Section 1.36 of this Declaration, at which time said reserved right shall vest in the 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.

Section 9.4. *Easement for Encroachments.*

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

Section 9.5. *Drainage Easement.*

Declarant hereby reserves, to itself and to the 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 residence is located upon any of the areas 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 residence on such Lot that is nearest to such lot line. Except for residences as provided in the preceding sentence, no Improvements 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 or other moisture through channels or swales within such rear and side yard drainage easements. Declarant reserves to itself and to the Association the right to enter in and upon each five (5) foot rear and side yard drainage easements, at any time, to construct, repair, replace or change drainage structures or drainageways, or to perform such grading, drainage or corrective work as Declarant or the Association may deem necessary or desirable in their sole discretion from time to time; provided, however, that such right and authority in the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Section 1.36 of this Declaration, at which time said reserved right shall vest solely in the Association.

Section 9.6. *Easement for Unannexed Property.*

The Declarant hereby reserves an Annexable Area Easement for the use and benefit of the Annexable Area. By virtue of this Annexable Area Easement, the Declarant generally intends to provide for pedestrian and vehicular access and 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 13.4 of this 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 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 Declaration pursuant to the aforesaid Section; and expiration of the Declarant's right to withdraw such portion of the Annexable Area from this Declaration.

ARTICLE 10. RESTRICTIONS

Section 10.1. *General Plan; Restrictions Imposed.*

It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Lots. The use of individual Lots may also be subject to other terms or restrictions which are more restrictive than this Article. This Community is subject to the recorded easements, licenses and other matters listed on Exhibit C attached hereto and incorporated herein by this reference. Without limiting the generality of the foregoing, each Lot shall be subject to the covenants, restrictions and requirements contained on the recorded plat, as amended, that is applicable to such Lot. In addition, the Declarant declares that all of the Lots 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 Declaration.

Section 10.2. *Compliance with Law.*

All Owners and other Persons who reside upon or use any portion of the Community shall comply with all terms and provisions of all statutes, ordinances, resolutions, regulations and laws of governmental and quasi-governmental entities and agencies.

Section 10.3. *Residential Use.*

Subject to Section 13.7 of this Declaration (Declarant's and Builder's Use), Lots 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, Owners may conduct business activities within their homes 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.

Section 10.4. *Household Pets.*

No animals, horses, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Lots; provided, however, that the Owners of each Lot may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals), 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 a Lot. The Association shall have, and is hereby given, the right and authority, from time to time, to: set a maximum number of household pets; 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 or other applicable governmental laws, ordinances, or other provisions related to pets; or determine that an Owner is otherwise in violation of any provision of this Section. If the Association determines that any of the foregoing have been or are being violated, the Association may take such action(s) as it may deem appropriate to correct the same. An Owner's right to keep household pets is coupled with the responsibility to pay for any damage caused by such pets, as well as all costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in Article 4 of this Declaration (Assessments).

Section 10.5. *Temporary Structures; Unsightly Conditions.*

No structure of a temporary character, including, but not limited to, a house, trailer, tent, or shack, shall be placed or erected upon any Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or a capital improvement, 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 Improvement 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 Lot as to be visible from the street or from any other Lots.

Section 10.6. *Miscellaneous Improvements.*

10.6.1. No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot 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 in the aggregate which pertains to that Lot. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant and/or any Builder (with the written consent of the Declarant) in connection with the sale or rental of any Lots, or otherwise in connection with development of or construction on the Lots, shall be permissible.

10.6.2. Other than during initial construction, no construction materials, wood piles, or storage areas shall be so located on any Lot as to be visible from a street or from the ground level of any other Lot.

10.6.3. Except for solar panels, which are regulated by law, no types of refrigerating, cooling or heating apparatus shall be permitted on a roof. Additionally, no such apparatus shall be permitted elsewhere on a Lot (except when appropriately screened and approved by the Design Review Committee).

10.6.4. Except as may otherwise be permitted by the prior approval of the Design Review Committee, no exterior radio antenna, television antenna, audio, visual reception device, antenna, or satellite dish of any type shall be installed, placed, erected or maintained on any Lot; provided, however, that any such devices may be erected or installed by the Declarant during its sales or construction upon the Lots; and provided further, however, that the requirements of this subsection shall not apply to those antenna (including certain satellite dishes) specifically covered by the Telecommunications Act, of 1996 or regulations adopted thereunder, as amended. As to antenna (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 or regulations adopted thereunder, as amended, the Association shall be empowered to adopt rules and regulations governing the types of antenna that are permissible and, to the extent permitted by the Telecommunications Act of 1996 or regulations adopted thereunder, as amended, establishing reasonable, non-discriminatory restrictions or requirements relating to appearance, safety, location and maintenance.

10.6.5. Fences shall be permitted only in accordance with the prior, written approval of the Design Review Committee; except such fences as may be constructed, installed or located by the Declarant or Builder in their development of, or construction of Improvements in, the Community.

10.6.6. No wind generators, hanging articles (including without limitation clotheslines), drying yards, or service yards, shall be constructed, installed, erected or maintained on any Lot, except with the prior, written approval of the Design Review Committee.

10.6.7. Dog runs shall be permitted on a Lot only with the prior, written approval of the Design Review Committee.

10.6.8. All structures must comply with applicable law and the requirements of the Design Review Committee.

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

10.7.1. Except as otherwise provided in Section 10.7.2 hereof and/or in rules and regulations which may be adopted by the Board of Directors from time to time, vehicles shall be parked only in the garages, in the driveways, if any, serving the Lots, or in appropriate spaces or areas which may be designated by the Board from time to time, except that any vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. Vehicles shall be subject to such reasonable rules and regulations as the Board



of Directors may adopt from time to time. Declarant and/or the Association may designate certain parking areas for visitors or guests and the Board of Directors may adopt reasonable rules and regulations, from time to time, governing such areas.

10.7.2. Except as may otherwise be set forth in the rules and regulations or guidelines adopted by the Board of Directors or the Design Review Committee, in their discretion from time to time, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts and boat trailers, shall be parked only in enclosed garages or specific areas, if any, which may be designated by the Board of Directors from time to time. This restriction, however, shall not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Community or any Improvements located thereon, nor shall restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted in the Community except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval of the Board of Directors.

10.7.3. In the event the Association shall determine that a vehicle is parked or stored in violation of subsections 10.7.1 or 10.7.2 hereof, 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 Association in its discretion from time to time, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

10.7.4. 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 nearby property. The foregoing restriction shall not be deemed to prevent, on a Lot, 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 interferes with the peaceful enjoyment or possession and proper use of the Community or any portion thereof. As used herein, the term "nuisance" shall include each violation of this Declaration, the Articles of Incorporation, Bylaws, rules, regulations, and/or standards of the Association, but shall not include any activities of 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 upon any Lot nor shall anything be done or placed on any Lot which is

or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Further, no unlawful use shall be permitted or made of the Community or any portion thereof.

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

No activities shall be conducted on any Lot or within Improvements constructed on any 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 Lot and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Lot 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 Lights, 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 Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others. Further, no annoying light, sound or odor shall be permitted which may be seen, heard or smelled from any Lot.

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 Lot nor shall any such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup; provided, however, that no such container shall be deposited on a street for garbage pickup prior to 5:00 a.m. on the day such garbage will be picked up. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Lot. 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.*

Subject to Section 10.5 of this Declaration (Temporary Structures; Unsightly Conditions), each Lot shall at all times be kept in a clean and sightly condition by the Owner(s) thereof.

Section 10.13. *Leases.*

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease his Lot, or any portion thereof, as long as all leases 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 Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the 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.

10.14.1. Within the time frames as hereinafter provided, the Owner (other than a Declarant) of each Lot shall install landscaping on all of the Lot which is not covered by a building or other Improvement, and shall thereafter maintain such landscaping in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds, and replacement of landscaping and any other similar appropriate landscaping need.

10.14.1.1. The Owner of each Lot (other than a Declarant) shall install landscaping in the front yard of such Lot within ninety (90) days after acquisition of such Lot by such Owner; provided, however, that such requirement is subject to delay as a result of *force majeure* which would prevent the Owner from installing said landscaping due to causes which are outside the Owner's control and could not be avoided by the exercise of due care and which include, but are not limited to lightning, earthquake, storm, flood, tempest, twister, freezing or other adverse weather condition, war and act of God. At a minimum, the Owner of each Lot shall install: two thousand (2,000) square feet of sod; five (5) gallon shrubs; and one (1) tree, either a six (6) foot tall evergreen tree or a deciduous tree whose trunk has a two (2) inch caliper.

10.14.1.2. The Owner of each Lot (other than Declarant) shall install landscaping on the remainder of such Lot within two (2) years after acquisition of such Lot by such Owner. Such landscaping shall be installed in a manner similar to and of similar quality to the front yard landscaping that is provided for above.

10.14.2. Landscaping plans shall be professionally done and shall be in accordance with the rules and regulations of the Association; and the approval of such landscaping plans shall be obtained by the Owner (other than the Declarant) from the Design Review Committee prior to the installation of landscaping. If any Owner fails to comply with this Article or with the requirements of the Design Review Committee in installation of the landscaping, the Association may, at the direction of the Board of Directors, enter upon such Lot and install or maintain landscaping for which the Owner shall be obligated to pay in accordance with and subject to this Declaration.

Section 10.15. Restrictions on Mining or Drilling.

No property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

ARTICLE 11. 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 such Owner's Lot 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 Association:

11.2.1. The right of the Association to borrow money for any purpose and to mortgage the Common Elements as security for any such loan; provided, however, that the 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 Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

11.2.3. The right of the Association to promulgate and publish standards, guidelines, rules and regulations, with which each Member shall strictly comply; and

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

11.2.5. The right of the Association to dedicate or transfer all or any part of the Common Elements owned by the 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 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 Association to close or limit the use of the Common Elements while maintaining, repairing and/or making replacements in the Common Elements.

Section 11.3. *Declarant's Use of Common Elements.*

An easement is hereby granted to the Declarant on, over, under, across and through the Common Elements as may be reasonably necessary for the purpose of discharging any of

Declarant's obligations or exercising any Special Declarant Rights and no Owner shall engage in any activity which will temporarily or permanently interfere with the Declarant's easements.

Section 11.4. *Delegation of Use.*

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

Section 11.5. *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 Association.

Section 11.6. *Conveyance or Encumbrance of Common Elements.*

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

Section 11.7. *Designation of Common Elements.*

Declarant in recording this Declaration may have 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 Declaration and other applicable documents. The Common Elements is not dedicated hereby for use by the general public.

Section 11.8. *Duty to Accept Property and Facilities Transferred by Declarant.*

The Association shall accept title to any Common Elements, including Improvements thereon, as well as personal property, equipment, and easements, transferred to the Association by the Declarant, together with responsibility to perform all duties and functions of the Association which are set forth in this Declaration or otherwise assumed by the Association. Declarant shall also transfer to the Association, and the Association shall accept, any warranties in favor of Declarant associated with any of the Common Elements. As of the date of recording of this Declaration, interests which are planned to be transferred by the Declarant to the 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. ALTERNATIVE DISPUTE RESOLUTION

Section 12.1. *Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.*

12.1.1. Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in Section 12.4 (Mandatory Procedures) hereof.

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

12.1.3. Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article.

Section 12.2. *Consensus for Association Action.*

12.2.1. Except as provided in this Section, the Association may not commence a legal proceeding or an action against any Bound Party without the approval of the Members to which at least two-thirds (2/3) of the votes in the Association are allocated. A Member representing Lots owned by Persons other than the Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds (2/3) of the total number of Lots in the Association. This Section shall not apply, however, to (i) actions brought by the Association to enforce Governing Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it.

12.2.2. Prior to any Bound Party commencing any proceeding to which another Bound 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 Members, or the Claimant, 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.

Section 12.3. *Claims.*

Unless specifically exempted below, all Claims between any of the Bound Parties shall be subject to the provisions of Section 12.4 of this Declaration (Mandatory Procedures). Notwithstanding the foregoing, unless all Parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 12.4 of this Declaration (Mandatory Procedures):

12.3.1. any suit by the Association against any Bound Party to enforce the provisions of Article 4 of this Declaration (Assessments);

12.3.2. any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enforce any of the provisions of Article 5 of this Declaration (Design Review Committee) or Article 10 of this Declaration (Restrictions);

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

12.3.4. any suit in which any indispensable party is not a Bound Party.



Section 12.4. *Mandatory Procedures.*

12.4.1. *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:

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

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

12.4.1.3. the proposed remedy; and

12.4.1.4. the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

12.4.2. *Negotiation and Mediation.*

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

12.4.2.2. Upon a Termination of Negotiations, Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of the AAA in accordance with the AAA's Supplemental Rules for Residential Construction Mediation Rules in effect on the date of the Notice. If there are no Supplemental Rules for Residential Construction Mediation Rules then in effect, the AAA's Construction Industry Mediation Rules shall be utilized.

12.4.2.3. 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.

12.4.2.4. 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.

12.4.2.5. 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.

12.4.2.6. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.4 of this Declaration (Mandatory Procedures) 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 12.4 of this 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.

12.4.3. *Binding Arbitration.*

12.4.3.1. 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 Supplemental Rules for Residential Construction Arbitration Rules in effect on the date of the Notice. If there are no Supplemental Rules for Residential Construction Arbitration Rules then in effect, the AAA's Construction Industry Arbitration Rules shall be utilized. 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, 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.

12.4.3.2. 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 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.

12.4.3.3. 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.

Section 12.5. *Amendment.*

Notwithstanding anything to the contrary contained in this Declaration, for a period of time commencing as of the termination of the 75% Control Period and ending twenty (20) years thereafter, this Article may not be amended without the prior written consent of one hundred percent (100%) of the votes in the Association. An amendment of this Article shall only be effective as to Claims that arise after the effective date of such amendment.

ARTICLE 13. GENERAL PROVISIONS

Section 13.1. *Enforcement; Fines.*

13.1.1. This Section 13.1.1 is subject to Article 12 of this Declaration (Alternative Dispute Resolution). Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the 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 Declaration, the Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings. Remedies for violation(s) of the Declaration, the Articles of Incorporation, Bylaws, rules, regulations, standards and/or guidelines of the Association shall be cumulative and no remedy shall be exclusive of other remedies that may be available. In any action instituted or maintained under any of such documents, the prevailing party shall be entitled to recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the 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.

13.1.2. Subject to the following sentence, the Association shall have the right to levy and collect fines (as provided in Article 4 of this Declaration (Assessments)) for the violation of any provision of any of the aforesaid documents. Prior to collection of any fines, the Association, the Board of Directors, or an authorized management company of the 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 a hearing in writing within the required time period shall constitute a waiver of such right to a hearing.

Section 13.2. *Severability.*

All provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents, including without limitation any provision(s) of Article 12 of this Declaration (Alternative Dispute Resolution), 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 13.3. *Conflict of Provisions.*

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

Section 13.4. Annexation; Withdrawal.

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

13.4.2. Notwithstanding the foregoing, until that date which is seven (7) years after the date of recording of this Declaration in Weld County, Colorado, the Declarant may annex to this Declaration the Annexable Area or any portion(s) thereof, without consent of any other Owners, Security Interest Holders, or any other Person; however, such annexation is subject to a determination by HUD or VA (if the Declarant desires to attempt to obtain HUD or VA approval of the property being annexed, and if HUD or VA require such approval) that the annexation is in accord with the general plan approved by them and that the structures to be located thereon will be of comparable style, quality, size and cost to the existing Improvements. Each such annexation shall be effected, if at all, by recording an Annexation of Additional Land in the Office of the Clerk and Recorder of Weld County, Colorado, which document:

13.4.2.1. shall provide for annexation to this Declaration of the property described in such Annexation of Additional Land;

13.4.2.2. shall identify the owner(s) of the Lots thereby created;

13.4.2.3. shall assign an identifying number to each new Lot;

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

13.4.2.5. shall reallocate the Allocated Interest; and

13.4.2.6. may include such other provisions as the Declarant deems appropriate. Other provisions that may be included in an Annexation of Additional Land include, without limitation, covenants, conditions, restrictions, requirements and/or other provisions, in addition to or different from those contained elsewhere in this Declaration, that apply or will apply to some or all of the property that is thereby being annexed to this Declaration. Any of such other provisions referenced in the preceding sentence may be amended with the consent of the Owners of sixty-seven percent (67%) of the Lots to which such other provisions apply.

13.4.3. In addition to the rights contained in subsection 13.4.2 and notwithstanding anything to the contrary contained in this Declaration, the Declarant may annex to this Declaration the Annexable Area or any portion(s) thereof, until that date which is seven (7) years after the date of recording of this Declaration in Weld County, Colorado, by recording a deed by which a Lot is conveyed by the Declarant (or any Builder designated by the Declarant). Each of such deeds shall be deemed to include the following provisions whether or not such provisions are contained in such deed: The Lot described in such deed shall be annexed to this Declaration; and the lot (or lot and block) designation of

such Lot shall be the identifying number assigned to such Lot; and the Allocated Interest appurtenant to such Lot shall be that fraction determined in accordance with Section 1.3 of this Declaration (Allocated Interests). Each annexation which is accomplished by recording of a deed in accordance with this subsection shall be deemed to be effective upon the date of recording of such deed. Notwithstanding the foregoing, a deed which does not convey a Lot from the Declarant (or any Builder designated by the Declarant) shall not be an annexing deed as provided in this subsection, nor shall a deed which otherwise complies with this subsection if the same states on its face that it is not an "annexing deed" and the same is initialed by the grantor of such deed.

13.4.4. The Declarant hereby reserves the right, from time to time, to record one or more documents in order to clarify the effect of any annexation(s), including without limitation any matters contained in Sections 13.4.1, 13.4.2, and/or 13.4.3. Each such document(s), if any such document(s) are recorded by the Declarant in its discretion, may state the legal description(s) of any property which has been annexed, and may include such other provisions which the Declarant, in its discretion, may determined in order to clarify any matter having to do with annexation of such property to this Declaration.

13.4.5. Except as otherwise specifically stated in the document pursuant to which property is annexed, all provisions of this Declaration, including, but not limited to (as to Lots), those provisions regarding obligations to pay assessments to the Association and any right to cast votes as Members, shall apply to annexed property immediately upon the effective date of the annexing document (which shall constitute the date of recording thereof unless otherwise stated in such document). Each annexation to this Declaration, if any, shall be deemed to constitute an amendment to this Declaration.

13.4.6. The property which is described on the attached Exhibit A and each portion of the Community which is annexed to this Declaration by the Declarant shall be subject to a right of withdrawal by the Declarant. Such withdrawal may be accomplished, if at all, in accordance with CCIOA. However, the Declarant's right to withdraw each such portion of the Community shall expire and terminate, as to each portion of the Community, no later than automatic termination of the Special Declarant Rights as provided in Section 1.36 hereof.

Section 13.5. *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 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 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. 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 13.6. Subdivision or Replatting of Lots.

The Declarant hereby reserves the right to subdivide or replat any Lot(s) owned by the Declarant in the Community. Without limiting the generality of the foregoing, the Declarant reserves the right to move any Lot line(s) on Lot(s) owned by the 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 upon termination of the Special Declarant Rights, as provided in Section 1.36 hereof. No Lot may be further subdivided from that existing at the time such Lot becomes subject to this Declaration, except by Declarant.

Section 13.7. Declarant's and Builder's Use.

Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for Declarant, its employees, agents, and contractors, as well as any Builder (but only with the express written consent of the Declarant), to perform such reasonable activities, and to maintain upon portions of the Lots and the Common Elements such facilities as Declarant deems reasonably necessary or incidental to the construction and sale of Lots and development and construction of Improvements. The foregoing includes, without limitation, 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 reasonable discretion from time to time. Any real estate used as a sales office, management office, or a model, shall be a Lot or Common Elements, as designated in this Declaration or any Annexation of Additional Land. Further, nothing contained in this Declaration shall limit the rights of Declarant or require the Declarant to obtain approvals:

13.7.1. to excavate, cut, fill or grade any property (with the consent of the Owner thereof) or to construct, alter, demolish or replace any Improvements;

13.7.2. 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

13.7.3. to require Declarant to seek or obtain any approvals under this Declaration for any such activity.

Section 13.8. Duration, Revocation, and Amendment.

13.8.1. Each and every provision of this Declaration shall run with and bind the land perpetually from the date of recording of this Declaration. Except as otherwise provided in this Declaration (including, without limitation, Sections 12.5 (Amendment), Section 13.4 (Annexation;Withdrawal), and subsections 13.8.2 and 13.8.3 of this Declaration), this Declaration may be amended by the affirmative vote or agreement of Members holding at least sixty-seven percent (67%) of the Allocated Interests; provided however that, subject to Section 12.5 of this Declaration (Amendment), as long as Declarant owns any portion of the property described on the attached Exhibits A and D, no amendment may be made to this Declaration except with the affirmative vote or agreement of Members holding at least ninety percent (90%) of the Allocated Interests.

13.8.2. Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended in whole or in part, at any time from time to time, by the 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 Declaration (Special Declarant Rights).

13.8.3. Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended in whole or in part, at any time from time to time, by the 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 Declaration (Special Declarant Rights).

13.8.4. Except as to amendments which may be made by the Declarant, amendments to this Declaration may be prepared, executed, recorded, and certified by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the Association has received the requisite approvals. Amendments to this Declaration which may be made by the Declarant pursuant to this Declaration or as permitted by CCIOA, may be signed by the Declarant and shall require no other signatory.

Section 13.9. *Registration of Mailing Address.*

Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the 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 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 Association during the 75% Control Period shall be sent by registered or certified mail, postage prepaid, to 9990 Park Meadows Drive, Lone Tree, Colorado 80124, unless such address is changed by the Association during the 75% Control Period; subsequent to termination of the 75% Control Period, the Association shall notify the Owners of a different address for notices.

Section 13.10. *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: annexation of additional real property (if the Declarant desires to obtain HUD or VA approval of the property that is being annexed and if HUD or VA require such approval); amendment of this Declaration, except as provided in Sections 13.8.2 and 13.8.3 hereof; termination of this Community; dedication of



Common Elements; or merger or consolidation of the Association, except as provided in Section 3.12 of this Declaration (Merger).

Section 13.11. *Termination of Community.*

The Community may be terminated only in accordance with CCIOA.

Section 13.12. *Transfer of Special Declarant Rights.*

A Special Declarant Right created or reserved under this 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 13.13. *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 13.14. *Limitation on Liability.*

The Association, the Board of Directors, the Design Review Committee, the 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. The release and waiver set forth in Section 13.17 (Waiver) shall apply to this Section.

Section 13.15. *No Representations, Guaranties or Warranties.*

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, the Association, the Board of Directors, the Design Review Committee, any Builder, 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. The release and waiver set forth in Section 13.17 (Waiver) shall apply to this Section.

Section 13.16. *Disclaimer Regarding Safety.*

DECLARANT, THE BUILDERS, THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE DESIGN 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 DECLARANT, THE BUILDERS, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE DESIGN REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED IN THIS DECLARATION, OR IN THE ARTICLES OF INCORPORATION,

BYLAWS OR RULES AND REGULATIONS OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. THE RELEASE AND WAIVER SET FORTH IN SECTION 13.17 (WAIVER) SHALL APPLY TO THIS SECTION.

Section 13.17. Waiver.

By acceptance of a deed to a Lot, each Owner hereby releases, waives, and discharges the Declarant, the Association, the Board of Directors, the Design Review Committee, each Builder, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration, including without limitation, those contained in Sections 13.14 (Limitation on Liability), 13.15 (No Representations, Guaranties or Warranties), and 13.16 (Disclaimer Regarding Safety).

Section 13.18. Headings.

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

Section 13.19. 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 13.20. Run with Land; Binding Upon Successors.

The benefits, burdens and all other provisions contained in this 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 Declaration shall be binding upon, and inure to the benefit of the Declarant, the Builders, the 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 13 day of OCT, 2004.

LENNAR COLORADO, LLC, a Colorado limited liability company

By: Rudy Hansen
Title: Manager

EXHIBIT A
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COYOTE RUN AT MEAD

(Community)

The following property as shown on the final plat of Coyote Run Subdivision, recorded on May 16, 2002, at Reception No. 2951802, in the office of the Clerk and Recorder of Weld County, Colorado, as amended:

Outlots A, B, C, D, E, F, G, H, I, J, K and L.



3232703 11/03/2004 02:38P Weld County, CO
47 of 55 R 276.00 D 0.00 Steve Moreno Clerk & Recorder

EXHIBIT B
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COYOTE RUN AT MEAD

(Common Elements)

The following property as shown on the final plat of Coyote Run Subdivision, recorded on May 16, 2002, at Reception No. 2951802, in the office of the Clerk and Recorder of Weld County, Colorado, as amended:

Outlots A, B, C, D, E, F, G, H, I, J, K and L.



EXHIBIT C
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COYOTE RUN AT MEAD

(Certain Title Exceptions)

If recorded, the following items are recorded in the office of the Clerk and Recorder of Weld County, Colorado:

1. Taxes and assessments for the year of recording of this Declaration, and for subsequent years, not yet due and payable.
2. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded November 10, 1884 in Book 34 at Page 201, and any and all assignments thereof or interests therein.
3. Rights of Way for county roads 30 feet on either side of section and township lines, as established by the Board of County Commissioners for Weld County, recorded October 14, 1889, in Book 86 at Page 273.
4. Terms, conditions, provisions, agreements and obligations specified under the Annexation Agreement recorded May 29, 1998 at Reception No. 2615990.
5. Terms, conditions, provisions, agreements and obligations specified under the Agreement recorded December 28, 1998 at Reception No. 2662757.
6. Oil and gas lease recorded March 26, 1981 at Reception No. 1853236 and amended and ratification recorded October 7, 1999 at Reception No. 2725308.
7. All interest in all oil, gas and/or minerals as reserved by Deed recorded October 7, 1999 at Reception No. 2725307, and any and all assignments thereof or interests therein.
8. Terms, conditions, provisions, agreements and obligations specified under the Agreement recorded September 29, 1999 at Reception No. 2723420.
9. An easement for utilities and incidental purposes granted to Town of Mead by the instrument recorded February 5, 2001 at Reception No. 2823539 and 2823540.
10. Terms, conditions, provisions, agreements and obligations specified under the Ordinance recorded May 16, 2002 at Reception No. 2951800.
11. All easements and notes on the recorded plat of Coyote Run Subdivision Filing No. 1 and ratification of plat recorded July 30, 2002 at Reception No. 2972910.

12. Terms, conditions, provisions, agreements and obligations specified under the Boundary Line Confirmation Agreement recorded July 30, 2002 at Reception No. 2972910.

13. Terms, conditions, provisions, agreements and obligations specified under the Amended and Restated Memorandum of Agreement recorded July 30, 2002 at Reception No. 2972912.

14. An easement for transmission or distribution of electricity and incidental purposes granted to Unite Power, Inc by the instrument recorded October 16, 2002 at Reception No. 2996376 (Affects Lots 29, 37, 66, 14, 22, 42, 62 and 72).

15. An easement for transmission or distribution of electricity and incidental purposes granted to United Power, Inc by the instrument recorded September 17, 2002 at Reception No. 2988215 (affects Lots 4, 117, 139, 150, 107, 110, Outlot C, 122, 127, 129, 135, 144, 87, 92, 96 and 106).

16. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Agreement recorded November 7, 2002 at Reception No. 3003422.

17. NOTE: The following notices pursuant to CRS 9-1.5-103 concerning underground facilities have been filed with the Clerk and Recorder. These statements are general and do not necessarily give notice of underground facilities within the subject property.

- a. Mountain Bell Telephone Company recorded October 1, 1981, in Book 949 at Reception No. 1870705.
- b. Union Rural Electric Association, Inc. recorded October 5, 1981, in Book 949 at Reception No. 1871004
- c. Colorado Interstate Gas Company recorded August 31, 1984, in Book 1041 at Reception No. 1979784.
- d. Western Gas Supply Company recorded April 2, 1985, in Book 1063 at Reception No. 2004300.
- e. Associated Natural Gas Inc. recorded April 23, 1986 in Book 1110 at Reception No. 2050953.
- f. Panhandle Eastern Pipe Line Company recorded June 26, 1987.

EXHIBIT D
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
COYOTE RUN AT MEAD

(Part of the Annexable Area)

All of the property as shown on the final plat of Coyote Run Subdivision, recorded on May 16, 2002, at Reception No. 2951802, in the office of the Clerk and Recorder of Weld County, Colorado, as amended, EXCEPTING AND EXCLUDING the property described in the attached Exhibit A.