

After Recording, Please Return To:

Amy K. Hansen, Esq.

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.

950 17th Street, Suite 1600

Denver, Colorado 80202



2007129904

11/26/2007 10:55:26 AM 76 Page(s)
Jefferson County, Colorado

R \$381.00

D \$0.00

DECLAR

PK
381.00

1-76

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

CLERK AND RECORDER OF JEFFERSON COUNTY CERTIFIED TO BE FULL TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT IN MY CUSTODY. DATE 11/26/07
PAM ANDERSON, JEFFERSON COUNTY CLERK AND RECORDER
BY: *Pam Anderson* DEPUTY CLERK

TABLE OF CONTENTS

	Page
ARTICLE I GENERAL.....	1
1.1 Capitalized Terms	1
1.2 Purpose.....	1
1.3 Declaration.....	1
1.4 Exhibits	1
ARTICLE II DEFINED TERMS	2
2.1 Additional Land	2
2.2 Articles.....	2
2.3 Assessment.....	2
2.4 Association.....	2
2.5 Board.....	2
2.6 Builder.....	2
2.7 Bylaws.....	2
2.8 CCIOA	2
2.9 City.....	2
2.10 Common Allocation.....	2
2.11 Common Assessment.....	3
2.12 Common Elements.....	3
2.13 Common Expenses.....	3
2.14 Community	3
2.15 County.....	3
2.16 Declarant	3
2.17 Declarant Control Period	3
2.18 Declaration.....	4
2.19 Design Review Board	4
2.20 Design Guidelines.....	4
2.21 Development Period.....	4
2.22 Development Rights.....	4
2.23 Director	4
2.24 Districts	4

TABLE OF CONTENTS

(continued)

	Page
2.25 First Mortgage.....	4
2.26 General Common Elements	4
2.27 Improved Lot	4
2.28 Improvements	4
2.29 Limited Assessments	5
2.30 Limited Common Elements	5
2.31 Limited Common Element Expense	5
2.32 Local Common Area.....	5
2.33 Lot.....	5
2.34 Member	6
2.35 Mortgage	6
2.36 Mortgagee	6
2.37 Owner.....	6
2.38 Permittee	6
2.39 Person.....	6
2.40 Plats.....	6
2.41 Private Landscaped Area	6
2.42 Property.....	6
2.43 Records	6
2.44 Residence	7
2.45 Rules	7
2.46 Service Area.....	7
2.47 Service Area Assessment.....	7
2.48 Service Area Expense.	7
2.49 Special Assessment.....	7
2.50 Special Declarant Rights.....	7
2.51 Specific Assessment.....	7
2.52 Subsidiary Association.....	7
2.53 Subsidiary Association Landscaped Area.....	7
2.54 Subsidiary Declaration.....	7

3

TABLE OF CONTENTS

(continued)

	Page
2.55 Supplemental Declaration	8
2.56 Taking	8
2.57 Unimproved Lot.....	8
ARTICLE III CREATION OF THE COMMUNITY	8
3.1 Creation.....	8
3.2 Number of Lots	8
3.3 Subdivision of Lot.....	8
3.4 Allocations	8
ARTICLE IV USE RESTRICTIONS	9
4.1 Residential and Business Uses.....	9
4.2 Leasing of Lots or Residences	10
4.3 Time-Sharing	10
4.4 Water and Mineral Operations.....	10
4.5 Unsightly or Unkempt Conditions	10
4.6 Prohibited Conditions	11
4.7 Roads.....	14
4.8 Laws and Ordinances	14
4.9 Occupants Bound	14
4.10 Exceptions for Construction	14
4.11 Declarant's Exemption.....	14
4.12 Rules	14
ARTICLE V DEVELOPMENT OF THE PROPERTY.....	15
5.1 Development Rights.....	15
5.2 Exercise of Development Rights	16
5.3 Governmental Interests	16
5.4 Common Elements.....	17
5.5 Secured Entrance	18
5.6 Plats Amendments	18
5.7 Succession to Declarant's Interests.....	18
ARTICLE VI EASEMENTS	18

TABLE OF CONTENTS (continued)

	Page
6.1 Easement for Use, Access and Enjoyment in and to General Common Elements.....	18
6.2 Easements Benefiting the Association.....	20
6.3 Easements for Encroachments	20
6.4 Easements Benefiting Declarant	20
6.5 Easement for Utilities	21
6.6 Right of Entry	21
6.7 Easements for Water Use and Development and Flood Control	21
6.8 Additional Easements	22
6.9 Easements Run with Land	22
ARTICLE VII SPECIAL DECLARANT RIGHTS.....	23
7.1 Special Declarant Rights.....	23
7.2 Transfer of Special Declarant Rights.....	23
7.3 Models and Offices	23
7.4 Other Covenants and Subsidiary Declarations	23
ARTICLE VIII THE ASSOCIATION	24
8.1 Formation; Membership.....	24
8.2 Board of Directors.....	24
8.3 Association Powers	24
8.4 Bylaws.....	26
8.5 Enforcement.....	27
8.6 Delegation to Districts	27
ARTICLE IX FINANCIAL MATTERS AND ASSESSMENTS	27
9.1 Financial Matters	27
9.2 Creation of Assessments	28
9.3 Common Assessments	28
9.4 Limited Assessments	29
9.5 Service Area Assessments.	30
9.6 Special Assessments	30
9.7 Specific Assessments	30

TABLE OF CONTENTS

(continued)

	Page
9.8 General Provisions	31
9.9 Owners' Obligations for Assessments	31
9.10 Declarant's Obligation for Assessments	32
9.11 Lien for Assessments	32
9.12 Commencement of Assessments	33
9.13 Failure to Assess	33
9.14 Working Capital Fee	33
9.15 Administrative Fee	34
9.16 Exempt Property	34
ARTICLE X MAINTENANCE	34
10.1 Association's Responsibilities	34
10.2 Owner's and Subsidiary Association's Maintenance Responsibility	35
ARTICLE XI ARCHITECTURAL STANDARDS	37
11.1 General Requirements	37
11.2 Design Review Board	38
11.3 Design Guidelines	39
11.4 Procedures	39
11.5 No Waiver of Future Approvals	40
11.6 Limitation of Liability	40
11.7 Enforcement	40
11.8 Variances, Exemptions and Subsidiary Committees	41
ARTICLE XII INSURANCE, DAMAGE AND TAKINGS	41
12.1 Association's Insurance	41
12.2 Damage and Destruction	44
12.3 Takings	45
12.4 No Priority	46
ARTICLE XIII CONVEYANCING AND ENCUMBRANCING	46
13.1 Lots	46
13.2 Transferee Liability	46
13.3 Common Elements	46

TABLE OF CONTENTS
(continued)

	Page
ARTICLE XIV AMENDMENT; DURATION AND TERMINATION	46
14.1 Amendment.....	46
14.2 Duration and Termination.....	47
ARTICLE XV GENERAL PROVISIONS	48
15.1 Litigation.....	48
15.2 Indemnity	48
15.3 Use of the Name “Solterra”	48
15.4 Owner Enforcement	48
15.5 Severability	49
15.6 Governing Law	49
15.7 Captions	49
15.8 Notices	49
15.9 CCIOA	49
15.10 Declarant Liability	50
15.11 No Merger	50
EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY	A-1
EXHIBIT B LEGAL DESCRIPTION OF ADDITIONAL LAND	B-1
EXHIBIT C EASEMENTS, LICENSES AND OTHER MATTERS OF RECORD AFFECTING THE PROPERTY	C-1
EXHIBIT D COMMON ELEMENTS	D-1
EXHIBIT E SERVICE AREAS.....	E-1

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, is made as of November 14, 2007, by CARMA LAKEWOOD LLC, a Colorado limited liability company ("Carma Lakewood"), with the consent of GREGG DESIGN - CUSTOM BUILDERS, INC., a Colorado corporation; BMT INVESTMENT GROUP LLC, a Colorado limited liability company; SKS DEVELOPMENT I, LLC, a Colorado limited liability company; WALL CUSTOM HOMES, L.L.C., a Colorado limited liability company; SOLTERRA HOME OWNERS ASSOCIATION, INC., a Colorado non-profit corporation; 9 ONE 5 INVESTMENT GROUP, LLC, a Colorado limited liability company; WATERSTONE HOMES COLORADO, LLC, a Colorado limited liability company; ADES DESIGN BUILDERS, INC., a Colorado corporation; and SOPRIS HOMES, LLC, a Colorado limited liability company (collectively, the "Consenting Parties"), as indicated by execution of this Declaration (defined in Section 2.18) below.

**ARTICLE I
GENERAL**

1.1 Capitalized Terms. Capitalized terms used in this Declaration are defined in Article II below.

1.2 Purpose. This Declaration is executed to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners and to establish a procedure for the overall development, administration, maintenance and preservation of the Property.

1.3 Declaration. Carma, as Declarant and as owner of a portion of the Property, for itself and its successors and assigns, hereby declares that all of the Property shall, from and after the date hereof, constitute a "planned community" under CCIOA and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the covenants, conditions, restrictions, reservations, easements, equitable servitudes and other provisions set forth in this Declaration in furtherance of, and the same shall constitute, a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Property and to enhance the value, desirability and attractiveness of the Property. This Declaration shall: (a) run with the Property at law and as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest in any portion of the Property; (c) inure to the benefit of and be binding upon every part of the Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The Consenting Parties, as owners of all of portions of the Property not owned by Declarant, hereby consent to the foregoing and to all of the terms and provisions of this Declaration.

1.4 Exhibits. The following exhibits are attached to and, by this reference, incorporated as part of this Declaration:

Exhibit A – Legal Description of the Property
Exhibit B – Legal Description of the Additional Land
Exhibit C – Easements, Licenses and Certain Other Recorded Matters Affecting
the Property
Exhibit D – Common Elements
Exhibit E – Service Areas

ARTICLE II

DEFINED TERMS

The following terms shall have the meanings set forth below when used in this Declaration.

- 2.1 Additional Land. The real property described on Exhibit B.
- 2.2 Articles. The Articles of Incorporation of the Association which have been or will be filed with the Secretary of State of the State of Colorado, as amended from time to time.
- 2.3 Assessment. An assessment, which may be a Common Assessment, Limited Assessment, Special Assessment, Specific Assessment or Service Area Assessment that is levied by the Association on one or more Lots pursuant to the terms of this Declaration.
- 2.4 Association. Solterra Home Owners Association, Inc., formed pursuant to Section 8.1, and its successors.
- 2.5 Board. The board of directors of the Association.
- 2.6 Builder. Any Person who, in the ordinary course of such Person's business, purchases one or more Lots for the purpose of constructing Improvements for later sale, or purchases one or more Lots for further subdivision into additional Lots, including, without limitation, condominium units created pursuant to a Subsidiary Declaration, or for development and/or resale.
- 2.7 Bylaws. The Bylaws of the Association, as amended from time to time.
- 2.8 CCIOA. The Colorado Common Interest Ownership Act, Section 38-33.3-101, C.R.S., *et seq.*, as the same has been and may hereafter be amended from time to time, and any statute which from time to time may replace the same.
- 2.9 City. The City of Lakewood, Colorado.
- 2.10 Common Allocation. The percentage allocated to each Lot derived from a fraction, the numerator of which is the value assigned to the Lot, as more particularly described below, and the denominator of which is the sum of the values assigned to all Lots, as may be adjusted from time to time. For purposes of calculating the Common Allocations from time to time, each Lot is assigned a value of 1.0. The Association, and during the Development Period,

Declarant, may Record a Supplemental Declaration that sets forth the actual Common Allocations for each Lot then applicable.

2.11 Common Assessment. An Assessment levied on all Lots subject to assessment under Article IX to fund the Common Expenses as more particularly described in Section 9.3. 10

2.12 Common Elements. All real property, easements, possessory interests in property and Improvements within the Community owned or to be owned and maintained by the Association pursuant to this Declaration for the benefit, use or enjoyment of the Owners, which shall be designated as either General Common Elements or Limited Common Elements, as appropriate. Subject to Sections 5.1(b), 5.1(f) and 5.2, the Common Elements are described on Exhibit D.

2.13 Common Expenses. Except for those costs and expenses expressly excluded below, all costs, expenses and financial liabilities incurred by the Association pursuant to this Declaration or the Bylaws, including, without limitation: all costs of operating, managing, maintaining, replacing or restoring the Common Elements and the Association's personal property; taxes on the Common Elements to the extent payable by the Association; and general administrative costs incurred by the Association. Common Expenses shall not include costs or expenses to be funded by or payable through the levying of Specific Assessments or Limited Assessments.

2.14 Community. The planned community created by this Declaration pursuant to CCIOA, the name of which is "Solterra".

2.15 County. The County of Jefferson, Colorado.

2.16 Declarant. Carma Lakewood, or any of its successors in interest or assignees who takes title to any portion of the Property for the purpose of development and/or sale and who is designated as Declarant in a Recorded instrument executed by the immediately preceding Declarant.

2.17 Declarant Control Period. The period of time beginning on the date this Declaration is recorded and ending on the first to occur of (a) 60 days after 75% of the maximum number of Lots that may be created pursuant to Section 3.2 have been conveyed to Owners other than Declarant; (b) two years after the last conveyance of a Lot by Declarant in the ordinary course of business; (c) two years after any right to add new Lots is last exercised by Declarant; or (d) the date on which Declarant, in its sole discretion, voluntarily terminates the Declarant Control Period pursuant to a Recorded statement of termination; provided, however, that in this last event, Declarant may require that, for the balance of what would have been the Declarant Control Period had Declarant not terminated the same, certain actions of the Association or the Board, as described in a Recorded instrument executed by Declarant, be approved by Declarant before they become effective. During the Declarant Control Period, Declarant shall have the right to appoint and remove the Directors and the officers of the Association to the extent permitted by CCIOA.

2.18 Declaration. This Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, including the Plats, as either or both of them is amended or supplemented from time to time.

2.19 Design Review Board. The Solterra Design Review Board, formed pursuant to Section 11.2, which shall have jurisdiction over all construction, alteration and removal of Improvements on any portion of the Property.

2.20 Design Guidelines. Solterra Design Guidelines that may be adopted by the Design Review Board pursuant to Section 11.3.

2.21 Development Period. The period of time during which Declarant is entitled to exercise Special Declarant Rights, except the right to appoint and remove any Director or officer of the Association. The Development Period shall commence upon the Recording of this Declaration and shall terminate upon the occurrence of the earlier of: (a) the date on which Declarant executes and records an instrument by which Declarant voluntarily relinquishes all Special Declarant Rights; or (b) the 20th anniversary of the Recording of this Declaration unless reinstated or extended by agreement between Declarant and the Association; provided, however, that the exercise of any Special Declarant Rights pursuant to such agreement shall be subject to such terms as the Board may impose in such agreement.

2.22 Development Rights. The rights reserved by Declarant pursuant to Section 5.1.

2.23 Director. A member of the Board.

2.24 Districts. Metropolitan or other special districts formed pursuant to Colorado law to service the Property, including, without limitation, Fossil Creek Metropolitan District Nos. 1 - 3.

2.25 First Mortgage. A Mortgage that is Recorded and has priority of record over all other Recorded liens except those liens made superior by statute (e.g., general ad valorem tax liens and special assessments, mechanics' liens and, to the extent set forth in CCIOA, the Association's liens for Assessments).

2.26 General Common Elements. Common Elements that are for the benefit, use or enjoyment of all of the Owners, subject to the terms and conditions of this Declaration. Subject to Sections 5.1(b), 5.1(f) and 5.2, the General Common Elements are described on Exhibit D.

2.27 Improved Lot. A Lot upon which one attached or detached Residence has been constructed, including, without limitation, a condominium unit created pursuant to a Subsidiary Declaration, pursuant to the Plats or other applicable zoning or governmental approvals, which Residence has been issued a temporary or permanent certificate of occupancy by the City.

2.28 Improvements. All structures, improvements and appurtenances on or to real property of every type and kind including, without limitation, buildings, fixtures, utilities,

patios, garages, facilities associated with regular or cable or satellite television, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, grading, drainage facilities, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, pipes, lines, meters and other facilities used in connection with water, sewer, gas, electricity, telephone or other utilities, as well as those construction activities necessary to build such items. 12

2.29 Limited Assessments. As Assessment levied in accordance with Section 9.4 to fund the Limited Common Element Expenses.

2.30 Limited Common Elements. Common Elements that are for the benefit, use or enjoyment of less than all of the Owners, subject to the terms and conditions of this Declaration. Subject to Sections 5.1(b), 5.1(f) and 5.2, the Limited Common Elements and the specific Lots to which they are allocated are described on Exhibit D. The allocation of any Limited Common Elements among particular Lots may be altered or reallocated pursuant to Section 208 of CCIOA, provided such reallocation receives the prior written approval of the Board, and during the Development Period, Declarant. Additional Limited Common Elements may be created by Declarant pursuant to Article V.

2.31 Limited Common Element Expense. All costs, expenses and financial liabilities incurred by the Association in operating, maintaining, managing, repairing, restoring, replacing and, to the extent payable by the Association, paying taxes on, the Limited Common Elements.

2.32 Local Common Area. Any portion of the Property and any personal property that is subject to a Subsidiary Declaration that is for the common use, enjoyment and benefit of the Owners of Lots subject to such Subsidiary Declaration. Such Local Common Area may be (i) owned or leased by a Subsidiary Association pursuant to a Subsidiary Declaration in which all such Owners subject to such Subsidiary Declaration shall be entitled to membership; (ii) owned in undivided interests by such Owners; or (iii) owned separately by individual Owners over which a Subsidiary Association may have an easement for maintenance purposes. Local Common Area is subject to the terms, provisions and restrictions set forth in this Declaration; provided, however, in no event shall Local Common Area be considered a Lot, allocated any votes or be subject to any Assessments.

2.33 Lot. A physical portion of the Property, whether improved or unimproved, that is designated for separate ownership pursuant to this Declaration and on which one Residence (or more than one Residence in the case of an Unimproved Lot upon which condominium units may be created pursuant to a Subsidiary Declaration) may be constructed pursuant to the Plats or other applicable zoning or governmental approvals. Subject to Sections 5.1(b), 5.1(f) and 5.2, the Lots are legally described and identified on the Plats and are listed on Exhibit A. There are two types of Lots: Improved Lots and Unimproved Lots. A particular Lot may change categories from time to time without the necessity of Recording a Supplemental Declaration. In no event will any common elements or common areas created pursuant to a Subsidiary Declaration be considered a Lot.

2.34 Member. A Person who is a member of the Association pursuant to Section 8.1.

2.35 Mortgage. An unpaid or outstanding mortgage, deed of trust, deed to secure debt or any other form of security instrument encumbering the Property or a portion thereof.

2.36 Mortgagee. A beneficiary or holder of a Mortgage.

2.37 Owner. A Person or Persons, including Declarant or a Builder, owning fee simple title of record to any Lot from time to time. The term "Owner" shall include a seller under an executory contract for sale and exclude a buyer thereunder and shall include a landlord under a lease affecting a Lot and exclude a tenant thereunder.

2.38 Permittee. A Person, other than an Owner, who is a tenant or occupant of a Residence or a Person who is an agent, employee, customer, contractor, licensee, guest or invitee of an Owner or of such tenant or occupant.

2.39 Person. A natural person, corporation, partnership, limited liability company, trustee or other legal entity.

2.40 Plats. The Recorded Final Plat of Solterra Subdivision Filing No. 1, Recorded in the Records on June 8, 2007 at Reception No. 2007066890, and the Recorded Final Plat of Solterra Subdivision Filing No. 2, Recorded in the Records on September 28, 2007 at Reception No. 2007111127, as amended or supplemented from time to time pursuant to this Declaration and CCIOA. Without limiting any other provision of this Declaration, the Plats may be supplemented or amended by a subdivision or resubdivision plat that is filed pursuant to the City's subdivision regulations, references the Plats as originally recorded and otherwise satisfies the requirements of CCIOA. The Recorded Plats may include certain real property and lots not included in the Property and such additional real property may or may not be included in the Additional Land. The term "Plats" shall also include any subdivision plat of all or any portion of the Additional Land which is annexed into the Community from time to time.

2.41 Private Landscaped Area. As defined in Section 10.2(b).

2.42 Property. The real property legally described in Exhibit A, the appurtenances thereto, and all Improvements now in place or hereafter constructed thereon; plus any Additional Land or other property that is annexed into the Property from time to time in accordance with Article V, the appurtenances thereto, and all Improvements that are in place thereon as of such annexation or are thereafter constructed thereon. All easements and licenses and other matters of Record affecting the Property as of the date of this Declaration and known by Declarant are listed on Exhibit C.

2.43 Records. The official real property records of the County; the phrases "to Record" and "Recording" mean, respectively, to file or filing for recording in the Records, and the phrases "of Record" and "Recorded" mean having been recorded in the Records.

2.44 Residence. A residential dwelling located on a Lot, whether attached to other residential dwellings or detached, and any fixtures attached and other improvements appurtenant thereto, comprised of one or more connected rooms constituting a separate, independent housekeeping unit for permanent residential occupancy by a familial group and containing at least one kitchen facility. H

2.45 Rules. The rules and regulations governing the use of the Property which may be adopted from time to time by the Board. The Rules shall be binding upon all Owners and their Permittees.

2.46 Service Area. A Service Area is a physical portion of the Property comprised of more than one Lot as designated by Declarant during the Development Period or as designated by the Association from time to time, provided, however, the during the Development Period, with the prior written approval of Declarant. In no event is the consent of any Owner required to designate a Service Area. The initial Service Area(s), if any, and the specific Lots comprising such Service Area(s) are described on Exhibit E. Lots within a specific Service Area receive special benefit(s) or special service(s) from the Association that the Association does not provide to the other Lots outside of such Service Area. A Lot may be assigned to one or more Service Areas depending on the number and types of special benefits or special services provided by the Association to such Lot. Service Areas may be created, deleted or amended by Recording an amendment to this Declaration in the Records, or created contemporaneously with the annexation of the Additional Land, or any portion thereof, pursuant to a Supplemental Declaration.

2.47 Service Area Assessment. An Assessment levied in accordance with Section 9.5.

2.48 Service Area Expense. All costs, expenses and financial liabilities incurred by the Association in operating, maintaining, managing, providing and procuring the special benefits or special services for a Service Area, as determined by the Board from time to time.

2.49 Special Assessment. An Assessment levied in accordance with Section 9.5.

2.50 Special Declarant Rights. The rights of Declarant set forth in Article VII.

2.51 Specific Assessment. An Assessment levied in accordance with Section 9.7.

2.52 Subsidiary Association. A "unit owner's association" as defined in CCIOA created pursuant to a Subsidiary Declaration.

2.53 Subsidiary Association Landscaped Area. As defined in Section 10.2(b).

2.54 Subsidiary Declaration. A Recorded declaration of covenants, conditions and restrictions that is a "declaration" pursuant to CCIOA, and which provides a general scheme

for the development of a specific portion of the Property, including, without limitation, condominium units, townhomes and exterior maintenance-free patio homes.

2.55 Supplemental Declaration. An amendment to this Declaration filed in the Records pursuant to this Declaration.

2.56 Taking. A taking by eminent domain or conveyance in lieu thereof.

2.57 Unimproved Lot. A Lot upon which one Residence (or more than one Residence in the case of an Unimproved Lot upon which condominium units may be created pursuant to a Subsidiary Declaration) may be constructed pursuant to the Plats or other applicable zoning or governmental approvals, but the construction of which has not commenced or is not completed, as evidenced by the issuance of a temporary or permanent certificate of occupancy by the City. Once the Improvements on an Unimproved Lot are complete and the City has issued a temporary or permanent certificate of occupancy for the Improvements, an Unimproved Lot will automatically become an Improved Lot, or if subdivided pursuant to a Subsidiary Declaration, a series of Improved Lots, and the Common Allocations will automatically be adjusted by the Association in accordance with the formula set forth in Section 2.10, all without the necessity of recording a Supplemental Declaration.

ARTICLE III **CREATION OF THE COMMUNITY**

3.1 Creation. Upon the Recording of this Declaration, the Property shall be a "planned community" pursuant to CCIOA, and the name of the planned community shall be "Solterra." The Community is situated entirely within the City.

3.2 Number of Lots. Initially, there are 117 Lots in the Community. The maximum number of Lots that may be created in the Community pursuant to this Declaration is 1,817.

3.3 Subdivision of Lot. Except as otherwise provided in this Section 3.3, no Lot may be subdivided. Notwithstanding the foregoing, but subject to the maximum number of Lots stated in Section 3.2, (a) Declarant may subdivide any portion of the Property it owns pursuant to the exercise of its Development Rights; and (b) any Builder may subdivide any Lot it owns with the prior written consent of Declarant.

3.4 Allocations.

(a) Votes. In all matters submitted to a vote of the Members, each Lot is allocated a vote equal to the value assigned to the Lot, regardless of whether an Improved Lot or an Unimproved Lot, from time to time for purposes of calculating Common Allocations pursuant to Section 2.9.

(b) Common Expenses. Each Lot is allocated, and the Owner of each Lot is liable for, a percentage of Common Expenses equal to such Lot's Common Allocation divided by the Common Allocations for all Lots; provided, however, because the services provided to Unimproved Lots are not commensurate with the services provided to Improved

Lots, Unimproved Lots will not be allocated, and the Owner of each Unimproved Lot will not be liable for, a percentage of Common Expenses. All other costs and expenses of the Association are allocated among the Lots as otherwise provided in this Declaration. 16

ARTICLE IV **USE RESTRICTIONS**

4.1 Residential and Business Uses.

(a) Residential Use. Except as set forth in this Section 4.1, each Lot shall be used only for residential and related purposes consistent with this Declaration and the Common Elements shall be used only for recreational, landscaping, drainage or other purposes related to the otherwise residential character of the Community.

(b) Conduct of Business Activities. No business or trade, may be conducted in or from any Lot, except that an Owner or occupant residing in a Residence on a Lot may conduct business activities within such Residence so long as: (i) the existence or operation of the business activities is not apparent or detectable by sight, sound or smell from outside the Residence; (ii) the business activity conforms to all applicable zoning and other legal requirements; (iii) the business activity does not involve regular visitation to the Residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Notwithstanding any provision of this Section 4.1(b) to the contrary, a day care business may be conducted on an Improved Lot with the written consent of the Board and pursuant to the Rules as may be promulgated by the Board from time to time.

(c) Business or Trade. The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

(d) Exceptions. Notwithstanding the above, the leasing of a Residence, and the management of such Residence as rental property shall not be considered a business or trade within the meaning of this Section 4.1; provided, however, in no event shall the leasing of Residences that are not intended to be owner-occupied (i.e., “for lease” apartment units) be permitted. This Section 4.1 shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to the development or sale of the Property, or to any activity conducted by Declarant, a Builder approved by Declarant, or the Association that relates to the performance of their respective rights or obligations under this Declaration or otherwise benefits the Owners.

4.2 Leasing of Lots or Residences. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a rent, fee, service, gratuity or emolument. All such leases must (i) be in writing, (ii) be specifically subject to the Articles, the Bylaws, the Rules and this Declaration, and (iii) be effective for a term of no less than six months. Any failure of a lessee to comply therewith shall be a default under the lease. The Owner shall be liable for any violation of the Articles, the Bylaws, the Rules and this Declaration committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid for the tenant. The Owner must make available to the lessee copies of this Declaration, the Bylaws and the Rules. 17

4.3 Time-Sharing. No Lot may be used for the creation of any "time share estate" as defined in Section 38-33-110, C.R.S., or any other time share, interval ownership, vacation club, or similar estate or interest in the Lot, no matter how described or classified, by which a purchaser, investor, tenant or licensee obtains the right to exclusive use of the Lot on a recurring basis for a certain period of time or has the right, as a member of a vacation or similar club or organization, to make reservations to use the Lot, as a result of membership in such vacation club or similar organization.

4.4 Water and Mineral Operations. No oil, gas or water drilling, oil, gas or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the Property except by Declarant or by a party acting under written authorization of Declarant.

4.5 Unightly or Unkempt Conditions. All portions of a Lot outside of enclosed structures shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored or kept outside of enclosed structures on a Lot which, in the determination of the Board, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. Any Improvements, equipment or other items which may be permitted to be erected or placed on the Lots shall be kept in a neat, clean and attractive condition and shall promptly be removed upon request of the Board if, in the judgment of the Board, they have become rusty or dilapidated or have otherwise fallen into disrepair. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions is prohibited, unless either conducted entirely within an enclosed garage or, if conducted outside, begun and completed within 12 hours, and not done on a regular or frequent basis. No Owner or Permittee shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in or on any Common Element or any drainage ditch, stream, pond or lake or elsewhere on the Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff and such application complies with applicable law.

(a) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot that emits foul or obnoxious odors outside the Lot or creates noise or other conditions that tend to disturb the peace, quite, safety, comfort or serenity of the Owners or Permittees of other Lots. In addition, no noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot that is or may become a nuisance or cause any

significant embarrassment, disturbance or annoyance to others. As used herein, the term "noxious or offensive activity" shall not include any activities that are reasonably necessary to the development and construction of Improvements so long as such activities do not violate the statutes, rules or regulations of any governmental authority having jurisdiction with respect thereto and do not unreasonably interfere with the permitted use of another Lot or with any Owner's or Permittee's ingress and egress to and from a Lot. 18

4.6 Prohibited Conditions. The following conditions, structures and activities are prohibited on the Property:

(a) Antennas. No exterior antennas of any kind, including, without limitation, satellite dishes, shall be permitted except with the approval of the Association, which approval may be granted in blanket form by the Rules with respect to particular types of antennas or satellite dishes.

(b) Tree Removal. No trees or shrubs shall be removed except in compliance with Article XI.

(c) Air-Conditioning Units. No window air-conditioning units or evaporative coolers shall be installed.

(d) Lighting. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare or shines directly onto an adjacent Lot. Without limiting the foregoing, all exterior lighting visible from the street shall not be permitted except as approved by the Design Review Board, provided, however, that (i) there shall be no exterior floodlights, searchlights, spotlights, sodium vapor lights or barnyard lights; and (ii) any exterior lighting approved by the Design Review Board must be "cutoff" fixtures directed to eliminate glare to neighboring properties. Reasonable seasonal decorative lights may be displayed during the holiday season, subject to the Rules.

(e) Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation or similar items shall be permitted outside of any structure on a Lot, including, without limitation, lawn ornaments or statues.

(f) Energy Conservation Equipment. Subject to the provisions of Section 38-30-168, C.R.S., no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure and approved by the Design Review Board.

(g) Signs. Except as otherwise set forth in Section 106.5 of CCIOA, no sign of any kind, including, without limitation, banners or similar items advertising or providing directional information, shall be erected on the Property without the written consent of the Design Review Board, except entry and directional signs installed by Declarant and signs erected pursuant to Section 7.3 and except for one sign, not to exceed two feet by three feet in dimension, which may be used in connection with the sale of the Lot; provided, however, that if permission is granted to any Person to erect a sign on the Property, the Design Review Board may restrict the size, color, lettering, placement and length of time for display of such sign.

(h) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(i) Doors and Windows. No "burglar bars," steel or wrought iron bars or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any building.

(j) Animals and Pets. No animals, livestock, bees or poultry of any kind, including, without limitation, horses, cows and sheep, shall be raised, bred, boarded, kept or grazed on any portion of the Property, except that a reasonable number of dogs, cats or other usual and common household pets, which are bona fide household pets, or any combination of the foregoing not exceeding a reasonable aggregate number, may be kept on a Lot, subject to any Rules adopted by the Association and in accordance with applicable law. No pets shall be kept, bred or maintained on the Property for any commercial purpose. All dogs must be kept on-leash while in the Common Elements except for in any areas that may be designated from time to time by the Association as off-leash areas.

(k) Garages; Parking and Prohibited Vehicles.

(i) Garages; Parking. If any Lot includes an enclosed garage, such enclosed garage must be used for vehicular parking and not for storage of personal property in a manner that prohibits vehicular parking. Vehicles shall be parked only in the garages, in the driveways servicing the Lots or in appropriate spaces or areas within a Lot as may be approved by the Design Review Board from time to time in that order of priority. Garage doors shall remain closed when not in use for ingress or egress of vehicles or persons. The Board may adopt Rules pertaining to vehicles and parking within the Property from time to time not inconsistent with this Declaration.

(ii) Prohibited Vehicles. Except as otherwise set forth in the Rules and Section 106.5 of CCIOA, 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, and boat trailers may not be kept on the Property, except in enclosed garages. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. For purposes of this Section 4.6(k), 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 seven consecutive days without the prior approval of the Board. Service, construction and delivery vehicles may be parked on the Property for such periods of time as are reasonably necessary to provide services or to make deliveries to the Property. Any vehicle parked in violation of this Section 4.6(k) or any Rules may be towed at the direction of the Association and at the expense of the Owner of the affected Lot or the owner of the vehicle.

(l) Fencing. Declarant, Builders and/or the Districts may construct entryways, fences, fence pillars or walls on the Common Elements or those portions the Property owned by Declarant, Builders and/or the Districts. No other Owners shall construct, modify, replace, paint or obstruct any fence, fence pillars or walls except in accordance with Article XI. For purposes of this section, hedges shall be considered to be the same as fences and subject to the same restrictions. (The term "wall" as used in this section shall mean walls which are free-standing and intended to enclose the areas outside a structure.) Material for containment of any pets permitted by this Declaration may be added to perimeter fencing in accordance with Article XI. 20

(m) Landscaping. All landscaping shall be maintained in good condition in accordance with Section 10.2.

(n) Clotheslines. Service areas and facilities for hanging, drying or airing clothing or fabrics shall be kept within an enclosed structure.

(o) Firepits. No more than one fire pit shall be allowed on each Lot and any such fire pit shall be gas operated. The design and location of all fire pits on the Property shall be subject to approval by Design Review Board. No wood-burning fires shall be intentionally caused or created outside of a Residence located on any Lot.

(p) Irrigation. Except as approved and provided by the Association, no sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, ponds, wetlands, canals, ditches or other ground or surface waters on the Property shall be installed, constructed or operated on the Property. However, Declarant, the Districts and the Association shall have the right to draw water from such sources for the purpose of irrigating the Common Elements and other purposes consistent with their respective rights and obligations under this Declaration. Except as approved and provided by the Association, all sprinkler and irrigation systems serving the Lots shall draw upon public water supplies only and shall be subject to approval in accordance with Article XI of this Declaration. Private irrigation wells are prohibited on the Lots. All landscape irrigation by an Owner shall be limited in amount and frequency to that which is reasonably necessary and appropriate, and shall not be allowed to result in flooding, saturation or other adverse effects of, on or to other property.

(q) Grading, Drainage and Septic Systems. No Person shall alter the grading of any Lot without prior approval pursuant to Article XI of this Declaration. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains, or materially alter the rate, volume or location of runoff from a Lot onto adjacent property. Septic tanks and drain fields, other than those installed by or with the consent of Declarant, are prohibited on the Property.

(r) Barns, Storage Sheds, Tents, Mobile Homes and Temporary Structures. Except as allowed by the Design Guidelines and approved by the Design Review Board, no barn, storage shed, tent, shack, mobile home or other accessory building or any other structure of a temporary nature shall be placed upon a Lot. This prohibition shall not apply to

restrict the construction or installation of temporary construction sales trailers or similar temporary structures used in connection with development and sale of the Property.

(s) Outside Storage. No personal property of any kind or type may be stored on any Lot except inside a Residence constructed on such Lot or any other Improvements (except enclosed garages as indicated in Section 4.6(k)) constructed on a Lot that have been approved by the Design Review Board. This prohibition shall not be interpreted to apply to normal and customary patio furniture and barbecue grills.

(t) Firearms, Fireworks and Explosives. The discharge of firearms, fireworks or explosives on the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, soft pellet guns and other firearms of all types, regardless of size.

4.7 Roads. No motor vehicles may be driven or operated upon any portion of the Property except for roads within the vicinity of the Property, in garages or on driveways approved by the Design Review Board; provided that Declarant, the Districts, the Association and any Builder shall be permitted to operate motor vehicles on the Property in connection with their respective activities under this Declaration.

4.8 Laws and Ordinances. Every Owner and Permittee shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property. Any violation may be considered a violation of this Declaration. However, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

4.9 Occupants Bound. All provisions of this Declaration, the Bylaws and the Rules shall also apply to all occupants of any Lot and to Permittees of any Owner or occupant. Every Owner shall cause all occupants of its Lot and its Permittees to comply with this Declaration, the Bylaws and the Rules.

4.10 Exceptions for Construction. During the course of actual construction of Improvements, the above use restrictions in this Article IV shall not apply to the extent reasonably necessary to permit such construction to be undertaken in a reasonable manner, provided that nothing is done or occurs during the period of construction that will result in the violation of any such use restriction upon the completion of such construction.

4.11 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent (a) the exercise by Declarant of any Special Declarant Rights; or (b) the erection or maintenance by Declarant or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of any portion of the Property.

4.12 Rules. In addition to the restrictions, conditions and covenants in this Article IV concerning the use of the Property, the Board from time to time may promulgate and amend reasonable Rules not in conflict with CCIOA, this Declaration or the Bylaws. Prior to the adoption or amendment of any Rule, the Board must notify each Owner about the proposed Rule or amendment to a Rule (whether in writing, via email or on a website) and the Owners must be allowed a reasonable opportunity to be heard at the Board meeting regarding such proposed new or amended Rule.

ARTICLE V
DEVELOPMENT OF THE PROPERTY

5.1 Development Rights. Declarant hereby reserves the following Development Rights for the duration of the Development Period:

(a) Withdrawal of Property. To the extent permitted by CCIOA, Declarant reserves the right to amend this Declaration to withdraw all or any portion of the Property from the Community from time to time whether originally described in this Declaration or annexed into the Property pursuant to Section 5.1(b) or 5.1(c). Declarant shall effect each such withdrawal by Recording a Supplemental Declaration. Upon withdrawal of any portion of the Property, such portion shall become a part of the Additional Land and the Common Allocation for each remaining Lot shall be recalculated in accordance with the formula in Section 2.9. Any Supplemental Declaration used to effectuate a withdrawal pursuant to this Section 5.1(a) shall not require the consent of any Person other than the Owner of the portion of the Property to be withdrawn, if other than Declarant. If the portion of the Property to be withdrawn includes any of the Common Elements, the Association shall consent to such withdrawal upon the request of Declarant.

(b) Annexation of the Additional Land. Declarant reserves the unilateral right, but not the obligation, to annex from time to time all or any portion of the Additional Land into the Community, causing it to be made part of the Property and subject to the provisions of this Declaration; provided, however, that such right of annexation shall apply only to those portions of the Additional Land owned in fee simple by Declarant at the time of annexation or for which the owner has consented to such annexation. With respect to any portion of the Additional Land annexed into the Community pursuant to this Section 5.1(b), Declarant reserves the unilateral right to create additional Lots and Common Elements within and from such annexed portion of the Additional Land as deemed appropriate by Declarant in its complete discretion. No annexation of any portion of the Additional Land by Declarant pursuant to this Section 5.1(b) shall require the consent or approval of any other Owner or any Mortgagee. Declarant shall effect each such annexation by Recording a Supplemental Declaration. Upon and only upon the Recording of such a Supplemental Declaration, the restrictions of this Declaration shall apply to the annexed portion of the Additional Land in the same manner as if it had been originally subject to this Declaration. A Supplemental Declaration annexing all or any portion of the Additional Land must contain, in addition to the requirements of Section 210 of CCIOA, (i) a reference to this Declaration, which reference shall state the date of Recording and the recording information for this Declaration as initially Recorded; (ii) a statement that the provisions of this Declaration shall apply to the annexed portion of the Additional Land; and (iii) an adequate legal description of the annexed portion of the Additional Land.

(c) Annexation of Other Property. To the extent permitted by CCIOA, Declarant reserves the right, but has no obligation, to annex from time to time additional property, other than Additional Land, into the Community, causing such property to be made part of the Property and subject to the provisions of this Declaration; provided, however, that such right of annexation shall apply only to real property owned in fee simple by Declarant at the time of annexation or for which the owner or owners of such real property has consented to such annexation. Declarant shall effect each such annexation by Recording a Supplemental

Declaration in accordance with the procedures set forth in Section 5.1(b), provided that references to "the annexed portion of the Additional Property" shall be deemed to refer to the property being annexed pursuant to this Section 5.1(c).

(d) Designation for Public Purposes. Declarant reserves the right to designate or dedicate sites within the Property for public or quasi-public facilities as provided in Section 5.3.

(e) Creation and Conversion of Common Elements. Declarant reserves the right to establish, create and convert General Common Elements and Limited Common Elements as provided in Section 5.4.

(f) Subdivision and Replatting. Declarant reserves the unilateral right to subdivide any of the Lots into additional Lots, and to change the boundary line of or replat any Lots or other portions of the Property owned by Declarant as deemed appropriate by Declarant in its complete discretion.

5.2 Exercise of Development Rights. Declarant shall exercise any Development Right by preparing, executing and Recording a Supplemental Declaration as necessary to effectuate the exercise of such Development Right, which Supplemental Declaration shall be accompanied by any amendment or supplement to the Plats required by CCIOA. If the exercise of Development Rights by Declarant results in the creation of additional Lots or a reduction in the number of Lots, then the Common Allocation for each Lot shall be automatically recalculated pursuant to the formula prescribed in Section 2.9. If Declarant, by exercising any Development Right, creates any new Common Elements, then the Supplemental Declaration shall describe such newly created Common Elements, and in the case of Limited Common Elements, designate the Lot or Lots to which such Limited Common Elements are allocated. Declarant may, but shall not be obligated to, exercise any or all of the Development Rights with respect to any portion of the Property or the Additional Land, in such order and at such times as Declarant elects, if at all, in Declarant's sole and absolute discretion, and the exercise of some or all of the Development Rights with respect to a portion of the Property or the Additional Land shall not require that such Development Rights be exercised with respect to any other portion of the Property or the Additional Land. Except as expressly provided to the contrary in this Declaration, Declarant's exercise of any Development Right shall not require the consent of any other Owner.

5.3 Governmental Interests. For so long as Declarant owns any of the Property or the Additional Land, Declarant may designate and dedicate sites within the Property for fire, police and utility facilities, public schools and parks, and other public or quasi-public facilities. Such a site may include Common Elements, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance or dedication of the site (subject to Section 13.3), if so directed by Declarant. Such a site may also include other property not owned by Declarant provided the owner of such property consents. Subject to Declarant's consent during the Development Period, but otherwise within the discretion of the Board, the Association may dedicate portions of the Common Elements to the City or to any other local, state or federal governmental or quasi-governmental entity, subject to such approval as may be required by Section 13.3.

5.4 Common Elements.

(a) Generally. The initial General Common Elements and the initial Limited Common Elements are described on Exhibit D. Declarant shall be responsible for completing the construction of any Improvements that Declarant determines will be located on or that will constitute such Common Elements, including, without limitation, landscaping, monuments, signage, recreation facilities, drainage facilities, public trails, sidewalks, fences, walls and plantings; provided, however, that Declarant may prescribe and transfer and any Builder may assume responsibility for completing the construction of any portion of the Common Elements in connection with the sale of any Lot or Lots to such Builder. To the extent any Builder so assumes such construction obligations, or otherwise assumes or undertakes for Declarant to complete any infrastructure or other Improvements on the Property, or any public rights-of-way or public areas related thereto, such Builder shall become solely obligated to discharge such assumed responsibilities at its sole cost and expense, and shall become obligated to complete the applicable Improvements free and clear of any claims for mechanics' liens. If any such lien claims arise and are Recorded against any portion of the Property (other than property owned by the assuming Builder), the assuming Builder shall be obligated to secure a Recorded release and discharge of the claim within 30 days after the filing thereof, and shall indemnify Declarant and the Association against any liability, loss, costs or expenses, including attorneys' fees, that either of them may incur in connection with the lien claim (including any sums that either of them may elect to pay to secure a release of the claim if the Builder fails to secure such release in accordance with the foregoing provisions). The Association, at its election, may agree to reimburse Declarant for sums incurred by Declarant which are indemnified under the foregoing provisions, in which case the Association's reimbursement obligation will also fall within the indemnity. All such indemnified amounts shall be due and payable within 30 days after demand therefor, and, if owed to the Association, may be levied as Specific Assessments against any Lot owned by such indemnifying Builder pursuant to Section 9.7(c). Declarant may also require that the assuming Builder, at the Builder's expense and prior to commencing construction, post or furnish performance and payment bonds for the assumed or undertaken Improvements in form and content satisfactory to Declarant, as well as notices which are sufficient under Colorado law to preclude any resulting mechanic's lien claim against the Property (other than property owned by the assuming Builder). Declarant (or a Builder who has taken title to such portions of the Property in connection with agreeing to construct the Improvements thereon) will convey those Common Elements to be owned by the Association (whether in fee simple or as an easement) to the Association by bargain and sale deed upon substantial completion of the Improvements to be located thereon (except that any conveying Builder shall furnish any warranties of title required pursuant to any agreement with Declarant). Common Elements that comprise Improvements located on or within public rights-of-way shall automatically become, to the extent provided in Section 2.12, the property of the Association upon Declarant's substantial completion of such Improvements. 24

(b) Conversions. For the duration of the Development Period, Declarant reserves the unilateral right to convert any Lot or other portion of the Property owned by Declarant into General Common Elements or Limited Common Elements, so long as the pertinent Lot or portion of the Property is owned by Declarant or by an Owner who has agreed to the conversion with Declarant. In addition, for the duration of the Development Period, Declarant reserves the unilateral right to convert any General Common Elements described on

Exhibit D into Limited Common Elements and to allocate such Limited Common Elements among particular Lots as Declarant, in its discretion, deems appropriate.

(c) Association's Obligation. The Association shall accept any grant, conveyance or dedication to it of any Common Elements made pursuant to this Declaration, whether by Declarant or by a Builder pursuant to an agreement with Declarant.

5.5 Secured Entrance. In the event that Declarant or the Association causes a security booth, gate or fence to be constructed on or about any portion of the Property or operates a controlled access entrance to the Property, such actions shall not be deemed under any circumstances as an undertaking by Declarant or the Association to guarantee the safety and security of Owners and their Permittees or the security of the property of such persons. Declarant and the Association disclaim all responsibility to ensure the security and safety of persons and property within the Community and no person shall be entitled to rely upon such security booth, gate or fence constructed on the property as a guarantee of safety and security.

5.6 Plats Amendments. Declarant reserves the right to amend the Plats as it applies specifically to any Lot or other portion of the Property or the Additional Land owned by Declarant, or owned by another Owner with such Owner's consent, in order to create any easements necessary for the orderly development of the Property or the Additional Land, or in order to create any easements for the use and convenience of the Association and the Owners. By taking title, each Owner of any Lot covenants and agrees to furnish cooperation (including any consent as required by the City) in connection with and not object to such proposed amendment so long as the amendment is sought in a manner that complies with the procedures prescribed in the City's subdivision ordinance. No Owner required to cooperate with a proposed amendment to the Plats pursuant to this Section 5.6 shall be required to incur any costs or expenses in connection with such cooperation.

5.7 Succession to Declarant's Interests. The rights and interests reserved to or otherwise allocated in favor of Declarant under this Declaration may be assigned or transferred by Declarant, at its election and in whole or in part, to another Owner or other transferee, but only by an instrument expressly assigning or transferring such rights and interests. Each transferee of any portion of the Property, by such transferee's acceptance of the transfer or conveyance of Record, and any third party transferee or owner of any portion of the Additional Lands, by its consent to a Supplemental Declaration (or any related consent or similar documentation) by which the pertinent Additional Land is annexed into the Property, shall be bound by and subject to all of Declarant's rights and interests under this Declaration governing the transfer of those rights and interests. Each such transferee and each Owner, and their successors in interest, shall be bound to execute and deliver such documents as Declarant may require from time to time in order to verify and confirm Declarant's rights and interests under this Declaration.

ARTICLE VI **EASEMENTS**

6.1 Easement for Use, Access and Enjoyment in and to General Common Elements. Declarant hereby establishes and grants to each Owner a nonexclusive easement of

use, access and enjoyment in and to the General Common Elements. Any Owner may extend its right of use and enjoyment to its tenants and Permittees and the Permittees of its tenants (excluding, however, Permittees whose status as such derives from a commercial relationship) subject to reasonable regulation by the Board. Without limiting the generality of the foregoing, Declarant hereby grants to each Owner a nonexclusive perpetual easement over and across all walkways and other pedestrian access-ways and all private drives, roads and streets designated as General Common Elements, including, without limitation, any access easements of Record, for the purpose of gaining pedestrian or vehicular access, as applicable, between the public streets and sidewalks adjoining the Property and any other General Common Elements or such Owner's Lot. The easement granted by this Section 6.1 shall be appurtenant to and pass with the title to the Lots and shall be subject to:

(a) This Declaration and any other applicable covenants, and any other easements, rights-of-way or other title matters Recorded against the Property;

(b) Any restrictions or limitations contained in any deed conveying the General Common Elements to the Association;

(c) The right of the Board to adopt Rules regulating the use and enjoyment of the General Common Elements in a manner consistent with their intended purpose, including rules limiting the number of guests who may use the General Common Elements;

(d) The right of the Board to impose membership requirements and charge admission or other use fees for the use of any recreational or other facility situated within or on the General Common Elements;

(e) The right of the Board to suspend any Owner's or such Owner's Permittees' right to use and enjoyment of any Common Elements (i) for any period during which any Assessment or charge against such Owner's Lot remains delinquent; and (ii) for a period not to exceed 30 days for a single violation (or, in the case of a continuing violation, for the duration of such violation, plus a period not to exceed 30 days) of this Declaration, the Bylaws or the Rules, after providing such notice and hearing as may be required by the Bylaws;

(f) The right of the Board to permit use of any recreational facility situated within or on the General Common Elements by persons other than Owners and their Permittees upon payment of use fees established by the Board, which fees the Board shall include as Association revenue in calculating the amount of Common Assessments necessary to satisfy the Common Expenses of the Association;

(g) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the General Common Elements, subject to Section 13.3 and such other approval requirements as may be set forth in this Declaration or CCIOA; and

(h) The right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of the General Common Elements as security for money borrowed or debts incurred, subject to the limitations of CCIOA and the approval requirements set forth in Section 13.3.

6.2 Easements Benefiting the Association.

(a) Declarant hereby establishes and grants to the Association a nonexclusive easement over each Lot and other portions of the Property (but excluding in any case the interior of Improvements that do not constitute Common Elements) for the purpose of: (i) permitting the Association reasonable and necessary access to any of the Common Elements for the purpose of maintaining, repairing, replacing and improving any such Common Elements and the Improvements thereon; and (ii) installing, maintaining, repairing, replacing and improving landscaping, fencing, monumentation, signage, sidewalks, irrigation and water distribution systems, and utilities servicing any Common Elements.

(b) The easements granted pursuant to this Section 6.1 shall be subject to:

(i) This Declaration and any other applicable covenants, and any other easements, rights-of-way or other title matters Recorded against the Property; and

(ii) The right of the Board to suspend any Owner's or such Owner's Permittees' right to use and enjoyment of any Common Elements (A) for any period during which any Assessment or charge against such Owner's Lot remains delinquent; and (B) for a period not to exceed 30 days for a single violation (or, in case of a continuing violation, for the duration of such violation, plus a period not to exceed 30 days) of this Declaration, the Bylaws or the Rules after providing such notice and hearing as may be required by the Bylaws.

6.3 Easements for Encroachments. In the event that, as a result of the construction, reconstruction, shifting, settlement, restoration, rehabilitation, alteration or improvement of any Improvement located on a Lot or the Common Elements or any portion thereof, any portion of any Lot or Common Elements now or hereafter encroaches upon any other Lot or Common Elements, Declarant hereby establishes and grants an easement for the continued existence and maintenance of such encroachment which will continue for so long as such encroachment exists and which will burden the Lot or Common Elements encroached upon and benefit the encroaching Lot or Common Elements. In no event, however, will an easement for any such encroachment be deemed established or granted if such encroachment is materially detrimental to or interferes with the reasonable use and enjoyment of the Common Elements or Lot(s) burdened by such encroachment or if such encroachment occurred due to willful and knowing misconduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

6.4 Easements Benefiting Declarant. Declarant hereby reserves such easements over and across the Common Elements, which easements will exist for the duration of the Development Period, as may be reasonably necessary for Declarant's exercise of any Special Declarant Right, performance of any of Declarant's obligations hereunder and the showing of the Property to prospective purchasers. In addition, and without limiting the easements reserved in the preceding sentence, Declarant reserves an easement over the Property for the purpose of Declarant's use and enjoyment of any water or water rights appurtenant to or associated with the

Property (including, without limitation, all adjudicated, non-adjudicated, decreed, non-decreed, tributary, non-tributary and not non-tributary water rights, ditch rights and well permits) owned by Declarant. 28

6.5 Easement for Utilities. Declarant reserves for itself and its successors, assigns and designees, (including, without limitation and if so designated, the Association and its successors, assigns and designees), perpetual non-exclusive easements upon, across, over and under all of the Property (but not through any structures) to the extent reasonably necessary for the purposes of monitoring, replacing, repairing, maintaining and operating cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals, and all utilities, including, without limitation, water, sewer, telephone, gas, electricity and storm and surface water drainage, and for installing any of the foregoing on property which Declarant or the Association, respectively, owns or within easements designated for such purposes on the Plats. This reserved right must be exercised, and any specific easements established pursuant thereto, no later than the expiration of the Development Period. The designees of Declarant and the Association may include, without limitation, any governmental or quasi-governmental entity and utility company. Declarant specifically grants to the local water supplier, cable television provider, telephone company, sanitary and/or storm sewer district or company, electric company, natural gas supplier and other utility providers easements across the Property for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. The easement provided for in this Section 6.5 shall in no way affect, avoid, extinguish or modify any other Recorded easement on the Property. Any damage to a Lot resulting from the exercise of the easements described in this Section 6.5 shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of such easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot.

6.6 Right of Entry. Declarant reserves for the Association and other Persons described below an easement for the right, but not the obligation, to enter upon any Lot: (a) for emergency, security and safety reasons; (b) to inspect any Lot for the purpose of ensuring compliance with this Declaration, the Bylaws and the Rules; and (c) to remove nonconforming Improvements as provided in Section 11.7. Such right may be exercised by any member of the Board and the Association's officers, agents, employees and managers, the members of the Design Review Board pursuant to Article XI, and, for emergency, security and safety purposes, all police, fire and ambulance personnel and other similar emergency personnel in the performance of their duties. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure such condition within a reasonable time after requested by the Board, but shall not authorize entry into any residence without permission of the occupant, except by emergency personnel acting in their official capacities.

6.7 Easements for Water Use and Development and Flood Control. Declarant reserves for itself and its successors, assigns and designees, for the duration of the Development Period, and Declarant hereby establishes and grants to the Association in perpetuity, the nonexclusive right and easement, but not the obligation, to enter upon any lakes, reservoirs, ponds, streams, drainage ditches, irrigation ditches and wetlands located within the Common Elements: (a) to provide water for the irrigation of any of the Common Elements and/or Lots;

(b) to alter drainage and water flow; (c) to construct, maintain, operate and repair any bulkhead, wall, dam or other structure retaining water; (d) to develop, maintain, rehabilitate, restore, repair and protect wetlands, shorelines, beaches, waterways and other lakefront and reservoir-front areas; and (e) to remove trash and other debris therefrom. Such easement shall include an access easement over and across the Property, to the extent reasonably necessary to exercise rights granted under this Section 6.7, and in order to maintain and landscape the slopes and banks pertaining to such lakes, reservoirs, ponds, streams, drainage ditches and wetlands. To the extent the exercise of such easement is anticipated to materially diminish the value of or unreasonably interfere with the use of any Lot, the consent of the Owner of such Lot shall be required before such exercise. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences. 24

6.8 Additional Easements.

(a) Declarant's Right to Grant Easements. Declarant hereby reserves the non-exclusive right and power to grant and/or establish and enjoy, during the Development Period, such additional easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any of the Property or the Additional Land; provided, however that such easements may not materially adversely affect the use, enjoyment or value of any of the Property by the Owners. In addition, during the Development Period, Declarant may unilaterally subject any portion of the Additional Land that is made subject to this Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating the Owners to pay the costs incurred by the Association through Common Assessments. Such covenants and easements pertaining to the Additional Lands shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of such property and shall require the written consent of the owner(s) of such property, if other than Declarant.

(b) Association Right to Grant Easements. Notwithstanding anything to the contrary in this Declaration, the Board may grant easements over the Common Elements owned in fee simple by the Association for installation and maintenance of utilities, drainage, facilities and roads and for other purposes not inconsistent with the intended use of the Common Elements.

6.9 Easements Run with Land. Except as otherwise provided in this Article VI, all easements established and granted pursuant to this Article VI are appurtenant to and run with the Property and will be perpetually in full force and effect so long as this Declaration is in force and will inure to the benefit of and be binding upon Declarant, the Association, Owners, Permittees and any other Persons having any interest in the Property or any part thereof. The Lots and the Common Elements will be conveyed and encumbered subject to all easements set forth in this Article VI, whether or not specifically mentioned in such conveyance or encumbrance.

ARTICLE VII
SPECIAL DECLARANT RIGHTS

7.1 Special Declarant Rights. In addition to and without limiting any other right reserved by or for the benefit of Declarant in this Declaration or by operation of CCIOA (all of which shall also be Special Declarant Rights), Declarant reserves the following Special Declarant Rights, which, except as expressly provided below, may be exercised by Declarant for the duration of the Development Period, with no limitations on the extent to, or the order in which, such rights are exercised:

(a) To complete any Common Elements Improvements described on or in the Plats or this Declaration (and to transfer the right and obligation to complete any such Improvement to any Builder);

(b) To exercise any of the Development Rights;

(c) To maintain sales, construction and management offices and advertising signs on the Property as set forth in Section 7.3;

(d) To merge or consolidate the Association with another common interest community of the same form of ownership;

(e) To use easements through the Common Elements for the purpose of making improvements within the Property or the Additional Land; and

(f) To appoint and remove the Directors and the officers of the Association during the Declarant Control Period to the extent permitted by CCIOA.

7.2 Transfer of Special Declarant Rights. Declarant may transfer any or all of the Special Declarant Rights in accordance with Section 304 of CCIOA.

7.3 Models and Offices. During the Development Period, Declarant and Builders authorized by Declarant may maintain "Sale Facilities" (as defined below) upon any Lot owned by Declarant (or any other Lot with consent of its Owner) or any portion of the Common Elements. For purposes of this Section 7.3, "Sales Facilities" means such facilities as, in the reasonable opinion of Declarant, may be required, convenient or incidental to the development of, construction of Improvements of, or sale of Lots or other property owned by Declarant or a Builder, as applicable, including, without limitation, business offices, construction offices, management offices, signs, model homes and sales offices. The Sales Facilities may be of a number, size and location which Declarant determines shall adequately accommodate Declarant's or a Builder's development, sale and marketing of the Lots and the Property.

7.4 Other Covenants and Subsidiary Declarations. During the Development Period, no Person shall Record any declaration of covenants, conditions and restrictions, declaration of condominium or similar instrument affecting any portion of the Property, including, without limitation, a Subsidiary Declaration, without Declarant's review and written, Recorded consent as to the form and content of such instrument. Any attempted Recording of such an instrument without such consent shall result in such instrument being void and of no

force and effect unless subsequently approved by a written consent signed by Declarant and Recorded. Without limiting the foregoing, any Subsidiary Declaration shall: (a) expressly refer to this Declaration by its name and Recording information; (b) provide that each "unit" (as defined in CCIOA) created by or subject to such Subsidiary Declaration is also subject to the terms and provisions of this Declaration; and (c) provide that the Association shall have all the powers set forth for it in this Declaration, the Bylaws and CCIOA and shall be permitted to exercise those powers with respect to the portion of the Property subject to such Subsidiary Declaration. Notwithstanding the preceding sentence, a Subsidiary Association may have and exercise all powers permitted under CCIOA, subject to this Declaration. 31

ARTICLE VIII

THE ASSOCIATION

8.1 Formation; Membership. The Association will be formed no later than the date the first Lot is conveyed to an Owner other than Declarant. Every Owner, including Declarant and all Builders, shall be a Member of the Association. When an Owner consists of more than one Person, all such Persons will, collectively, constitute one Member of the Association and all such Persons shall be jointly and severally obligated to perform the responsibilities of Owner. Following a termination of this Declaration, the Association will consist of all Owners entitled to share in the distribution of proceeds of a sale of the Property. Membership in the Association will automatically terminate when a Person ceases to be an Owner, whether through sale, intestate succession, testamentary disposition, foreclosure or otherwise. The Association will recognize a new Owner as a Member upon presentation of satisfactory evidence of the sale, transfer, succession, disposition, foreclosure or other transfer of a Lot to such Owner. Membership in the Association may not be transferred, pledged or alienated in any way, except to a new Owner upon conveyance of a Lot. Any attempted prohibited transfer of a membership in the Association will be void and will not be recognized by the Association.

8.2 Board of Directors. The affairs of the Association shall be governed by the Board, which may, by resolution, delegate any portion of its authority to an executive committee or an officer, managing agent or Director of the Association. Except as otherwise specifically provided by law or in this Declaration, the Articles or the Bylaws, the Board may exercise all rights and powers of the Association (including, without limitation, those powers itemized in Section 8.3) without a vote of the Members. Subject to the provisions of this Section 8.2 and Section 7.1(f), the qualifications and number of Directors, the term of office of Directors, the manner in which Directors shall be appointed or elected and the manner in which Directors shall be replaced upon removal or resignation shall be as set forth in the Bylaws. In the performance of their duties, the Directors will act according to their ordinary business judgment, except to the extent CCIOA requires a greater standard of care.

8.3 Association Powers. Subject to the rights, powers and authority reserved by and conferred upon Declarant pursuant to this Declaration or CCIOA, the Association will serve as the governing body of the Community and shall have the powers and duties set forth in this Declaration and the Bylaws. The Association may, but shall not be obligated to,;

(a) Adopt and amend the Bylaws, and make and enforce the Rules, consistent with the rights, duties, terms and conditions established by this Declaration and the Bylaws;

(b) Subject to Section 9.1(d), adopt and amend budgets for revenues, expenditures and reserves and assess and collect any Assessments and any other amounts due from Owners or others to the Association;

(c) Hire and terminate managing agents and other employees, agents and independent contractors;

(d) Except as otherwise provided in Section 11.2, appoint the members of the Design Review Board;

(e) Perform services for one or more Members either directly or through the use of an independent contractor;

(f) Manage extraterritorial activities or improvements pursuant to a contract;

(g) Exercise any of the enforcement powers set forth in this Section 8.3 or elsewhere in this Declaration;

(h) Institute, defend or intervene in litigation or administrative proceedings in its own name only;

(i) Make contracts and incur liabilities in accordance with the properly adopted and ratified budget;

(j) Borrow funds to cover Association expenditures and pledge Association assets as security therefor, provided that Common Elements may be subjected to a security interest only pursuant to Section 13.3;

(k) Cause additional Improvements to be made as a part of the Common Elements in accordance with the properly adopted budget, or otherwise in accordance with this Declaration;

(l) Create, delete or amend Service Areas in accordance with this Declaration;

(m) Regulate the use, maintenance, repair, replacement and modification of the Common Elements in accordance with the properly adopted and ratified budget or otherwise in accordance with this Declaration;

(n) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property (including, without limitation, one or more Lots), provided that Common Elements may be conveyed or encumbered only pursuant to Section 13.3;

(o) Grant easements, leases, licenses and concessions through or over the Common Elements;

(p) Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for any services provided to Owners;

(q) Impose charges and interest for late payment of Assessments, recover reasonable attorneys' fees and other legal costs for collection of Assessments and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated, and, after providing notice and an opportunity to be heard, as provided in the Bylaws, levy reasonable fines for violations of this Declaration, the Bylaws or the Rules, and/or suspend the voting rights of any Owner during any period in which Assessments owing from such Owner are delinquent as provided for in Section 8.5(a);

(r) Impose reasonable charges for the preparation and recordation of amendments to this Declaration or statements of unpaid Assessments;

(s) Provide for the indemnification of its officers and Directors as provided in the Bylaws or the Articles and maintain directors' and officers' liability insurance;

(t) Assign its right to future income, including the right to receive Assessments;

(u) To the extent permitted under CCIOA, delegate or assign any rights, powers and duties of the Association to a Subsidiary Association or the Districts, or to otherwise enter into agreements with Subsidiary Associations and/or the Districts;

(v) Exercise all powers delegated to the Association by any Subsidiary Association pursuant to Section 220 of CCIOA;

(w) Maintain property owned by the Districts as provided for in Section 10.1(b); and

(x) Exercise any other powers necessary or appropriate for the governance and operation of the Association.

This Declaration may not and is not intended to impose any limitations on the powers of the Association to deal with Declarant that are more restrictive than the limitations imposed on the power of the Association to deal with any other Person.

8.4 Bylaws. The Association may adopt Bylaws for the regulation and management of the Association, provided that the provisions of the Bylaws will not be inconsistent with the provisions of this Declaration or CCIOA. The Bylaws may include, without limitation, provisions regarding the voting rights of the Owners, the appointment or election of the Board, and the appointment or election of officers of the Association.

8.5 Enforcement.

(a) Sanctions and Self-Help. After notice and an opportunity to be heard as provided in the Bylaws, the Association, acting through the Board or any authorized agent, may: (i) impose sanctions (including, without limitation, reasonable monetary fines) for violations of this Declaration, the Bylaws or the Rules; (ii) exercise self-help to cure any violations of this Declaration, the Bylaws or the Rules that an Owner or Permittee fails or refuses to cure; and/or (iii) suspend any services it provides to any Owner or suspend the voting rights of any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in this Declaration and the Bylaws shall be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of this Declaration, the Bylaws or the Rules, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred by it in such action. 34

(b) No Obligation to Enforce; No Waiver. Nothing in this Section 8.5 or in any other provision of this Declaration or the Bylaws shall be construed to require the Association to take action to enforce any covenant, restriction or rule provided for in the Declaration, the Bylaws or the Rules. In no event shall the Association's failure to enforce any covenant, restriction or rule provided for in this Declaration, the Bylaws or the Rules constitute a waiver of the Association's right to later enforce such provision or any other covenant, restriction or rule.

8.6 Delegation to Districts. Without limiting any of the Association's other rights of delegation, the Association may delegate, exclusively or non-exclusively, any powers, rights or obligations under this Declaration to any of the Districts, to the extent permitted by CCIOA and subject to the consent of such District.

ARTICLE IX **FINANCIAL MATTERS AND ASSESSMENTS**

9.1 Financial Matters. The Board, on behalf of the Association, will discharge the following obligations with respect to financial matters:

(a) Books and Records. The Board will cause to be maintained full and complete books and records of the Association's business and operations, including, without limitation, current copies of this Declaration and all Supplemental Declarations, the Bylaws, the Articles, the Rules, the approved budget for the current fiscal year, financial statements, books and records reflecting all assets, liabilities, capital, income and expenses of the Association, and supporting materials, such as bank statements and invoices, for at least the shorter of: (i) the prior five fiscal years; or (ii) all of the fiscal years in which the Association has been in existence. All of such books and records will be made available for inspection by any Owner or Owner's authorized representatives during normal business hours upon reasonable prior written request.

(b) Returns. The Board will cause to be prepared and filed before delinquency any and all tax, corporate or similar returns or reports that the Association is required by law to prepare and file.

(c) Preparation of Budget. The Board may, and if levying Assessments shall, cause to be prepared and adopt annually, a proposed budget for the Association not less than 30 days prior to the beginning of each fiscal year of the Association. The proposed budget will include the estimated revenue and expenses (including, without limitation, Common Expenses, Limited Common Element Expenses and Service Area Expenses) of the Association for such fiscal year, in reasonable detail as to the various categories of revenue and expense.

(d) Ratification of Budget. Within 90 days after adoption by the Board of any proposed budget for the Association, the Board will send by ordinary first-class mail or otherwise deliver to all Owners a summary of the proposed budget and will set a date for a meeting of the Owners to consider the proposed budget within a reasonable time after mailing or other delivery of the summary. Unless at that meeting Owners owning a majority of the Lots in the Community vote to veto the proposed budget, the proposed budget will be deemed approved, whether or not a quorum is present; provided, however, the portions of the proposed budget pertaining to any Limited Common Elements Expenses or Service Area Expenses will be deemed approved unless Owners holding a majority of the votes allocated to the Lots encumbered thereby (i.e., those Lots subject to Assessments under Section 9.4 for such Limited Common Elements Expenses and those Lots subject to Assessment under Section 9.5 for such Service Area Expenses) vote to veto such portions of the budget. In the event that the proposed budget or a portion of it pertaining to Limited Common Elements Expenses and/or Service Area Expenses, as applicable, is vetoed, the budget or applicable portion last proposed by the Board and not vetoed by the applicable Owners will continue in effect until such time as a subsequent budget or portion pertaining to such Limited Common Elements Expenses and/or Service Area Expenses, as applicable, proposed by the Board is not vetoed by the Owners. For the first fiscal year of the Association, the Board may adopt Declarant's estimated budget for the Association and assess Common Assessments, Limited Assessments and Service Area Assessments, provided that the Board submits such budget to the Owners for consideration in accordance with the foregoing provisions within 90 days after adopting the same.

9.2 Creation of Assessments. There are hereby created assessments for such Association expenses as may be authorized from time to time pursuant to this Declaration. There shall be five types of Assessments: (a) Common Assessments; (b) Limited Assessments; (c) Special Assessments; (d) Specific Assessments; and (e) Service Area Assessments. Each Owner, by accepting a deed for any Lot, is deemed to covenant and agree to pay these Assessments pursuant to the terms and conditions of this Declaration.

9.3 Common Assessments. Each Lot is subject to Common Assessments for the Lot's share of Common Expenses as allocated pursuant to Section 3.4(b). Common Assessments will be calculated, paid, adjusted and reconciled in accordance with the following provisions:

(a) Budget and Payment. The Association shall set the Common Assessments for each fiscal year at a level which is reasonably expected to produce total income for the Association for such fiscal year equal to the total Common Expenses set forth in the budget adopted by the Board and not vetoed by the Owners. In determining the total funds to be generated through the levy of Common Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any Assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to Common Assessments during the fiscal year.

36

(b) Reconciliation. As soon as reasonably possible after the end of each fiscal year, the Board will cause the actual Common Expenses incurred by the Association during such fiscal year to be reconciled against the Common Assessments received by the Association from the Owners. If there is a surplus of funds at the end of the year, the Board may apply such surplus to the reserves of the Association or may refund the surplus to the Owners either directly or as a credit against future Common Assessments, in proportion to their respective Common Allocations. To the extent that any individual Owner has paid more than its Common Allocation of such actual Common Expenses, the Board may either refund the overpayment to the Owner or credit such overpayment against such Owner's obligation for Common Assessments for the next ensuing fiscal year. To the extent any individual Owner has underpaid its Common Allocation of such actual Common Expenses, the Board may either demand in writing that such Owner pay the amount of such underpayment of Common Assessments to the Association within a specified period of time, as determined by the Board, after the Board notifies such Owner of such underpayment (which period of time may not be less than 30 days), or the Board may include such underpayment in such Owner's obligations for Common Assessments for the next ensuing fiscal year.

9.4 Limited Assessments.

(a) Generally. Each Lot that is allocated any Limited Common Elements as detailed on Exhibit D is subject to, and the Owner of such Lot is liable for, Limited Assessments for such Lot's allocated share (as determined pursuant to Section 9.4(b) below) of the Limited Common Elements Expenses that are attributable to the Limited Common Elements allocated to such Lot on Exhibit D. The Association shall set the Limited Assessments for each fiscal year at a level that is reasonably expected to produce income for the Association over such fiscal year equal to the Limited Common Elements Expenses set forth in the budget adopted by the Board and not vetoed by the Owners.

(b) Allocation. Each Lot subject to Limited Assessments is allocated a percentage share of the Limited Common Elements Expenses attributable to the Limited Common Elements allocated to such Lot on Exhibit D, such percentage to be derived from a fraction, the numerator of which is the Common Allocation for such Lot and the denominator of which is the sum of the Common Allocations for every Lot to which such Limited Common Elements are allocated.

(c) Adjustment and Reconciliation. The Board shall adjust and reconcile the Limited Assessments in the same manner as provided for the Common Assessments.

9.5 Service Area Assessments.

(a) Generally. Each Lot that is located within any Service Area is subject to, and the Owner of such Lot is liable for, Service Area Assessments for such Lot's allocated share (as determined pursuant to Section 9.5(b) below) of the Service Area Expenses that are attributable to the particular Service Area as set forth on Exhibit E. The Association will set the Service Area Assessments for each fiscal year at a level that is reasonably expected to produce income for the Association over such fiscal year equal to the Service Area Expenses set forth in the budget adopted by the Board and not vetoed by the Owners. 31

(b) Allocation. Each Lot subject to Service Area Assessments is allocated a percentage share of the Service Area Expenses attributable to the particular Service Area, such percentage to be derived from a fraction, the numerator of which is the Common Allocation for such Lot and the denominator of which is the sum of the Common Allocations for every Lot within the subject Service Area.

(c) Adjustment and Reconciliation. The Board will adjust and reconcile the Service Area Assessments in the same manner as provided for the Common Assessments.

9.6 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements. Subject to Section 9.1, each Lot is subject to Special Assessments as follows: (a) in the case of Special Assessments for the Common Elements or that otherwise benefit all the Owners, each Lot is subject to the Lot's Common Allocation of the Special Assessments levied by the Association; and (b) in the case of Special Assessments not covered by clause (a) above, the Special Assessments shall be levied against the benefited Lots and each benefited Lot will be allocated a percentage share of the Special Assessment equal to a fraction, the numerator of which is the Lot's Common Allocation and the denominator of which is the sum of the Common Allocations for every benefited Lot. No Special Assessment proposed by the Association shall be levied until it is ratified by the Owners of the Lots that will be subject to such Special Assessment. A proposed Special Assessment will be ratified unless Owners representing a majority of the votes allocated to the Lots that will be subject to the Special Assessment vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. During the Development Period, any proposed Special Assessment shall also require Declarant's consent. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials. Without limiting the generality of the foregoing, the Board may levy Special Assessments to cover certain costs of restoration or replacement of Common Elements in the event of damage, destruction or Taking of such Common Elements.

9.7 Specific Assessments. The Association shall have the power to levy Specific Assessments against one or more particular Lots as follows:

(a) To cover the costs, including overhead and administrative costs, of providing benefits, items or services to such Lot or occupants thereof, upon request of the Owner of such Lot pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which may include, without limitation, landscape maintenance and snow removal), which Specific Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Association;

(b) To cover liabilities and costs (including, without limitation, attorneys' fees) incurred in bringing the Lot into compliance with the terms of this Declaration, the Bylaws or the Rules, or costs incurred as a consequence of the conduct of the Owner or such Owner's Permittees (including, without limitation, any costs incurred at the election of Declarant or the Association to cure a breach or violation of any provision of this Declaration, the Bylaws or the Rules by such Owner or Permittees); provided, however, the Board shall give the Owner of such Lot notice and an opportunity to be heard as provided in the Bylaws before levying any Specific Assessment under this Section 9.7(b); and

(c) To cover costs and expenses incurred by the Association that may be levied as Specific Assessments pursuant to the express terms of this Declaration.

9.8 General Provisions. Any payment or documentation required to be received by the Association shall be deemed received in a timely manner if sent to the address provided for the Association by first class mail, postage prepaid, and postmarked no later than the date such payment or documentation is due, provided that the Association thereby actually receives such payment or documentation.

9.9 Owners' Obligations for Assessments.

(a) Personal Obligation. Each Assessment, together with interest computed from the due date of such Assessment at 21% per annum or such lower rate set by the Board, late charges in such amount as the Board may establish by resolution, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which the Assessment is made until paid, as more particularly provided in Section 9.11. Without limiting Section 13.2, each such Assessment, together with such interest, late charges, costs and reasonable attorneys' fees, and any other obligations or liabilities imposed by or pursuant to this Declaration, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment, obligation or liability arose. Except as set forth in CCIOA, no holder of a First Mortgage who becomes the Owner of a Lot by exercising the remedies provided in its Mortgage shall be personally liable for unpaid Assessments which accrued prior to such acquisition of title. Nothing in this Declaration is intended or shall be construed to limit the liability of a First Mortgagee (or its foreclosure purchaser or other successors in interest) who becomes the Owner of a Lot for any Assessments levied against such Lot while such First Mortgagee is the Owner of it.

(b) Terms of Payment. Except for Specific Assessments, which shall be paid in the manner determined by the Board, Assessments shall be paid in equal monthly, quarterly or annual installments on or before the first day of each month, quarter or fiscal year, as

applicable, or in such other reasonable manner as the Board may establish. The Board may grant discounts for early payment, require advance payment of Assessments at closing of the transfer of title to a Lot, and impose special requirements upon Owners with a history of delinquent payment. The Board may, in its sole discretion, require any Subsidiary Association to collect Assessments payable by the Owners who are members of such Subsidiary Association on behalf of the Association. 29

(c) No Set-Off or Abatement. No Owner may exempt himself or herself from liability for Assessments by non-use of Common Elements, abandonment of his Lot or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action by the Association or the Board.

(d) Estoppel Certificate. Within 14 calendar days after receipt of a written request from any Owner or Mortgagee, or the designee of either of them, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, the Association shall furnish to such Owner or Mortgagee, by personal delivery or certified mail, first-class postage prepaid, return receipt requested, an estoppel certificate in writing signed by an Association officer and addressed to such Owner or Mortgagee or designee, stating any then unpaid Assessments due from, or other known defaults by, the requesting Owner or the Owner of the Lot encumbered by such Mortgagee's Mortgage, or stating that there are no unpaid Assessments due from, or other known defaults by, such Owner, as the case may be. Such an estoppel certificate executed in favor of an Owner, Mortgagee, or the designee of either of them, who rely thereon in good faith will be conclusive upon the Association as to the matters set forth therein and such Owner's Lot will not be subject to a lien for any unpaid Assessments against such Lot arising before the date of such certificate and in excess of any unpaid amounts stated in such certificate. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

9.10 Declarant's Obligation for Assessments. Until the Association levies Assessments, Declarant shall pay the Association's costs and expenses. After Assessments commence as provided in Section 9.12, Declarant's obligations for Assessments may be satisfied in the form of cash or by "in kind" contributions of services or materials to the Association, or by any combination of these.

9.11 Lien for Assessments.

(a) Perfection and Priority of Lien. The Association shall have a lien against each Lot to secure payment of delinquent Assessments, as well as interest (computed from the due date of such Assessment at a rate of 21% per annum or such lower rate set by the Board), late charges in such amount as the Board may establish by resolution, costs and reasonable attorneys' fees. Such lien shall be perfected upon the Recording of this Declaration and no further claim of lien shall be required. Notwithstanding the foregoing and without limitation on the effectiveness or perfection of the lien against each Lot, the Association shall have the right, but not the obligation, to prepare and Record a "Notice of Lien" in a form

satisfactory to the Board which may set forth (i) the amount of any Assessment, charge, fine or other amount due and owing to the Association; (ii) the date such amount was due and payable and the date from which interest accrues; (iii) a recitation of the costs and expenses (including reasonable attorneys' fees) incurred in attempting to collect the unpaid amount as of the date of recording of such Notice of Lien; (iv) the Lot encumbered by the lien; and (v) the name or names, last known to the Association, of the Owner of the Lot. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law are superior, and (b) the lien or charge of any First Mortgage made in good faith and for value. Notwithstanding the foregoing, the Association's lien for delinquent Assessments shall be prior to a First Mortgage to the extent provided by CCIOA. 40

(b) Enforcement of Lien. Such lien, when delinquent, may be enforced in the same manner as provided for the foreclosure of mortgages under the laws of the State of Colorado. The Association may bid for a Lot at any foreclosure sale and acquire, hold, lease, mortgage and convey such Lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on behalf of the Association as Owner of such Lot; (ii) no Assessments shall be levied against such Lot; and (iii) each other Lot shall be charged, in addition to its usual Assessments, its pro rata share of the Assessments that would have been charged the Lot acquired by foreclosure had such Lot not been acquired by the Association. The Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

(c) Transfer of Lot. The sale or transfer of any Lot shall not affect an existing lien for previous Assessments or relieve such Lot from any lien for subsequent Assessments. Upon sale or transfer of a Lot pursuant to foreclosure of a First Mortgage, the amount of Assessments included in any lien extinguished by foreclosure of a First Mortgage shall become Common Expenses collectible as Common Assessments levied against the Lots subject to Common Assessments, excluding, however, the Lot acquired through the foreclosed First Mortgage.

9.12 Commencement of Assessments. The obligation to pay Common Assessments, Limited Assessments and Special Assessments shall commence as to each Lot on the first day such Assessments are levied. The obligation to pay Specific Assessments shall commence as to any Lot when the Association levies the Specific Assessments against the Lot pursuant to this Declaration. The first annual Common Assessments, Limited Assessments and Special Assessments levied on each Lot shall be prorated according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot.

9.13 Failure to Assess. Failure of the Board to fix Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification or release of any Owner's obligation to pay Assessments. In such event, each Owner shall continue to pay Common Assessments and Limited Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

9.14 Working Capital Fee. To provide the Association with sufficient working capital and funds to cover the cost of unforeseen expenditures, to defray operating expenses, to

purchase additional equipment or services, or to fund the general operations and obligations of the Association, a "Working Capital Fee" will be established in an amount equal to two months' Common Assessments (based on the then current budget for the Association) for each Lot. Following the issuance by the City of a temporary or permanent certificate of occupancy for the Improvements on a Lot, the Owner of such Lot shall be required to contribute to the Association an amount equal to two months' Common Assessments as a Working Capital Fee. No Owner shall be entitled to a refund of the amount contributed as a Working Capital Fee by such Owner or by such Owner's transferee upon the subsequent transfer of the Lot. Amounts contributed as the Working Capital Fee shall not constitute advance payments of Common Assessments, and shall not be maintained by the Association in a segregated fund. The Working Capital Fee shall constitute, and shall be enforceable as, a Specific Assessment. 41

9.15 Administrative Fee. To defray the administrative costs incurred by the Association and/or any management company or agent engaged by the Association arising out of or relating to the transfer of a Lot, upon any transfer of a Lot the Owner acquiring such Lot shall be required to pay an administrative fee to the Association or its management company or agent in a fixed amount determined by the Board from time to time in its reasonable discretion based on the normal and customary expenses so incurred, which fee shall be due upon the closing of such transfer of the Lot. The foregoing administrative fee shall constitute, and shall be enforceable as, a Specific Assessment.

9.16 Exempt Property. The following property shall be exempt from payment of Assessments: (i) all Common Elements owned in fee simple by the Association; (ii) any common elements created under a Subsidiary Declaration; and (iii) any property dedicated to and accepted by any governmental authority or public utility, including without limitation, the Districts.

ARTICLE X **MAINTENANCE**

10.1 Association's Responsibilities.

(a) Maintenance of Common Elements. The Association shall repair, maintain and keep in good condition, repair and working order the Common Elements, which repair and maintenance may pertain, without limitation, to:

(i) All recreational Improvements and facilities, if any, situated upon the Common Elements;

(ii) All entry monumentation and similar Improvements, if any, situated upon the Common Elements;

(iii) All landscaping and other flora, parks, open spaces, ditches and gullies and other Improvements, including any private streets and recreational, bike or pedestrian pathways or trails, situated upon the Common Elements;

(iv) All ponds, streams and wetlands owned by the Association and located on the Property which serve as part of the drainage and storm water retention system for the Property, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits and similar equipment installed therein or used in connection therewith;

(v) All ponds and wetlands, conservation areas or open spaces areas owned by the Association and located on the Property or for which the Association has undertaken maintenance obligations under any agreement with any other party; and

(vi) All fencing installed by Declarant, the Districts, the Association or any Builder situated upon the Common Elements, and such fencing, if any, located on or adjacent to the Property for which the Association undertakes maintenance responsibilities from time to time.

(b) Maintenance of Other Property. The Association may maintain property which it does not own, including, without limitation, any property that has been transferred to the Districts (as set forth in Section 8.3(w)) or the City or dedicated to the public, if the Board determines that such maintenance is necessary or desirable.

(c) Election to Perform Owners' Duties. The Association may elect to maintain or repair any Lot or portion thereof, the maintenance or repair of which is the responsibility of an Owner pursuant to Section 10.2, if (i) such Owner has failed, for more than 30 days after notice from the Association, to perform its responsibilities under this Declaration with respect to the maintenance or repair of its Lot; and (ii) such failure has a material effect on the appearance of such Lot when viewed from any area outside such Lot or has a material adverse effect on the use of another Lot or any Common Element for its permitted and intended use; provided, however, that if such failure is not susceptible of being cured within such 30 day period, the Association will not be entitled to perform any repairs or maintenance if such Owner commences performance of its obligations within such 30 day period and thereafter diligently completes such performance. Such Owner will pay all costs (including, without limitation, reasonable attorneys' fees) incurred by the Association in exercising its rights under this Section 10.1(c), and such costs shall be levied against such Owner as a Specific Assessment. Such payment will be made upon receipt of a demand from the Association therefor. If an Owner fails to make such payment within 30 days of receipt of a demand therefor, the Association will be entitled to take whatever lawful action it deems necessary to collect such payment including, without limitation, foreclosing its lien or instituting an action at law or in equity.

10.2 Owner's and Subsidiary Association's Maintenance Responsibility.

(a) Generally. Each Owner shall maintain such Owner's Lot and the Improvements thereon and all fencing located adjacent to such Owner's Lot (except with respect to such fencing located in open space or a recreational area) in a clean, safe, attractive and orderly manner and shall perform all necessary repairs of such Lot, Improvements and fencing,

unless such maintenance responsibility is otherwise assumed by the Association pursuant to this Declaration or by a Subsidiary Association pursuant to a Subsidiary Declaration. Notwithstanding any provision contained in this Declaration to the contrary, if any Owner damages fencing located adjacent to such Owner's Lot which fencing is located in open space or a recreational area, such Owner shall repair, replace or otherwise restore such fencing to its prior condition, unless such repair or replacement responsibility is otherwise assumed by the Association pursuant to this Declaration or by a Subsidiary Association pursuant to a Subsidiary Declaration. 143

(b) Landscaping. Within nine months after Recordation of a instrument conveying a Lot to an Owner other than a Builder, or within such longer period as may be approved in writing by the Design Review Board, such Owner shall install and maintain landscaping on the Lot in a neat and attractive condition, including, without limitation, all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plant, grass and other vegetation which may be originally installed on such Lot or immediately adjacent to such Lot by Declarant, a Builder or a prior Owner. To the extent that any such landscaping is installed by Declarant, a Builder or a prior Owner, the Owner's responsibility for maintenance shall commence immediately upon taking title to its Lot, or immediately upon installation, in the event such landscaping is installed after such Owner takes title to its Lot. The Design Review Board may adopt Design Guidelines to regulate landscaping permitted and required on Lots; provided, however, that Declarant shall be exempt from compliance with such Design Guidelines. In the event any Owner fails to install and/or maintain landscaping in conformance with such Design Guidelines, or shall allow the landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board of Directors upon 30 days prior written notice to such Owner shall have the right, in accordance with the terms and provisions of this Declaration, (i) to seek any remedies at law or in equity which it may have or to correct such condition, (ii) after notice and a hearing, to enter upon such Owner's Lot for the purpose of correcting such condition and such Owner shall promptly reimburse the Association for the cost thereof, or (iii) both of the foregoing. Such cost shall be subject to a Specific Assessment and shall create a lien enforceable as set forth in Section 9.11. Each Owner is solely responsible for the maintenance, repair and replacement of the sidewalks immediately adjacent to its Lot, which responsibility shall include, without limitation, snow removal.

Except as provided below, within nine months after Recordation of a Subsidiary Declaration, or within such longer period as may be approved in writing the Design Review Board, a Builder shall install landscaping on each Lot and all Local Common Area that is subject to the Subsidiary Declaration (collectively, the "Subsidiary Association Landscaped Area"). Thereafter, the Subsidiary Association shall maintain the Subsidiary Association Landscaped Area in a neat and attractive condition, which maintenance shall include, without limitation, all necessary landscaping and gardening to properly maintain and periodically replace as needed any trees, plants, grass and other vegetation which may be originally installed by Declarant or a Builder. Notwithstanding the foregoing, any Subsidiary Declaration may delegate responsibility for landscaping installation and/or maintenance for the backyard area of a Residence to the Owner of that Residence pursuant to the Subsidiary Declaration (the "Private Landscaped Area"). Within nine months after Recordation of an instrument conveying a Residence to such Owner, such Owner must install and/or maintain, as applicable, all landscaping within the Private Landscaped Area in accordance with the standards set forth in this Section 10.2(b);

provided, however, that the Subsidiary Association will continue to be responsible for the Private Landscaped Area in the event the Owner fails to install landscaping or thereafter fails to maintain the landscaping in accordance with this Section 10.2(b). The Design Review Board may adopt Design Guidelines to regulate landscaping permitted and required within the Subsidiary Association Landscaped Area; provided, however, that Declarant shall be exempt from compliance with such Design Guidelines. In the event the Subsidiary Association or any Owner fails to install and/or maintain landscaping in conformance with such Design Guidelines, or shall allow the landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Board of Directors upon 30 days prior written notice to such Subsidiary Association or Owner, as applicable, shall have the right, in accordance with the terms and provisions of this Declaration, (i) to seek any remedies at law or in equity which it may have or to correct such condition, (ii) after notice and a hearing, to enter upon such Subsidiary Association Landscaped Area (including any Private Landscaped Area) for the purpose of correcting such condition and such Subsidiary Association or Owner, as applicable, shall promptly reimburse the Association for the cost thereof, or (iii) both of the foregoing. Such cost shall be subject to a Specific Assessment assessed against the Lots subject to the Subsidiary Declaration and shall create a lien on such Lots enforceable at set forth in Section 9.11. Until such time as a Subsidiary Association is formed, the applicable Builder is solely responsible for the maintenance repair and replacement of all sidewalks adjacent to that portion of the Property subject to the Subsidiary Declaration, which maintenance shall include, without limitation, snow removal. Upon formation of a Subsidiary Association, the Subsidiary Association shall assume responsibility for such work. HH

ARTICLE XI

ARCHITECTURAL STANDARDS

11.1 General Requirements.

(a) Compliance and Approval. Each Owner, by taking title to a Lot, acknowledges that Declarant has a substantial interest in ensuring that the Improvements within the Property enhance Declarant's reputation as a residential developer and do not impair Declarant's ability to market, sell or lease the Property or any portion thereof. Therefore, subject to Sections 11.1(b), 11.1(e) and 11.8, each Owner agrees that no activity within the scope of this Article XI shall be commenced on such Owner's Lot, and no Improvements, including, without limitation, landscaping, shall be constructed, installed, modified, renovated on any Lot, nor shall any Improvements on any Lot be demolished or removed except with the prior approval of the Design Review Board pursuant to this Article XI, which approval may be granted or withheld in the Design Review Board's sole discretion. In reviewing and acting upon any request for approval, the Design Review Board shall be acting solely in Declarant's interest and shall owe no duty to any Owner or any other Person.

(b) Interior Modifications; Modifications in Accordance with Original Plans. Any Owner may remodel, paint or redecorate the interior of structures on a Lot without approval of the Design Review Board pursuant to this Article XI. However, modifications to the interior of screened porches, patios and similar portions of structures on a Lot visible from outside such structures shall be subject to such approval. No approval shall be required to repair the exterior of a structure in accordance with the originally approved color scheme or to rebuild

in accordance with originally approved plans and specifications. Nothing in this Declaration shall be construed to allow uses or Improvements inconsistent with applicable zoning.

(c) Use of Licensed Architects. All Improvements constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect; provided, however, that the Design Review Board may waive this requirement for one or more Lots or Owners, in its sole and absolute discretion.

(d) Additions to Common Elements. In connection with granting any approval pursuant to this Article XI, and subject to Board ratification, the Design Review Board may require that any Builder dedicate to the Association or to the Districts as Common Elements, by fee or easement grant, any landscaping tracts or similar areas.

(e) Declarant and Common Elements Exempt; Declarant Approvals. Notwithstanding any provisions to the contrary contained in this Declaration, this Article XI shall not apply to the activities of Declarant or to the construction, modification or removal of Improvements on the Common Elements by or on behalf of the Association. Furthermore, in the event that Declarant, before the formation of the Design Review Board or at any time prior to 20 years after the date of the Recording of this Declaration, renders any written approval of any specified Improvements at the request of and for the benefit of any Owner, the Design Review Board shall be bound by that approval as if it had given such approval in the first instance pursuant to the terms of this Declaration.

(f) No Amendment without Declarant's Consent. This Article XI may be amended during the Development Period only with Declarant's written consent.

11.2 Design Review Board. Responsibility for promulgating and enforcing the Design Guidelines and review of all applications for Improvements subject to review under this Article XI is vested in the Design Review Board, and not the Association. In no event will the Design Review Board be deemed a committee of the Board or of the Association. The Association has no role in or jurisdiction over design or architectural review for the Property, except to the extent the Association, acting through the Board, may be authorized to appoint members to the Design Review Board, as provided for below. The Design Review Board shall consist of an odd number of members, with a maximum limit of five members, who shall be natural Persons. Until 20 years after the recording of this Declaration, Declarant shall have the exclusive right, in its full discretion, to appoint and remove all members of the Design Review Board. Declarant may surrender its right to appoint the members of the Design Review Board by a Recorded instrument executed by Declarant. After such period or upon Declarant's earlier surrender of its right to appoint and remove the members of the Design Review Board, the Board shall have the exclusive right, in its full discretion, to appoint and remove all members of the Design Review Board. The members of the Design Review Board need not be Owners or representatives of Owners, and may, without limitation, be architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by Declarant or the Board, as applicable. The Design Review Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the Design Review

Board in having any application reviewed by architects, engineers or other professionals, and may vary between Lots and types of Lots.

11.3 Design Guidelines.

(a) Generally. The Design Review Board may adopt Design Guidelines at its initial organizational meeting or at any time thereafter. The Design Guidelines, if any, may contain general provisions applicable to all of the Property, as well as specific provisions that vary according to land use and from one portion of the Property to another depending upon location, unique characteristics and intended use. The Design Guidelines, if any, shall provide guidance to Owners and Builders regarding matters of particular concern to the Design Review Board in considering DRB Submittals (as defined in Section 11.4(a)) hereunder.

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

(c) Availability; Effect of Recording. The Design Review Board shall make the Design Guidelines, if any, available to Owners and Builders who seek to engage in development or construction on a Lot. In the Design Review Board's discretion, such Design Guidelines may be Recorded, in which event the Recorded version, as it may unilaterally be amended from time to time by the Design Review Board, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

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

11.4 Procedures.

(a) Submission of Plans. Plans and specifications showing the nature, kind, shape, color, size, materials and location, as applicable, of all proposed Improvements, alterations or removals of Improvements (the "DRB Submittal") shall be submitted to the Design Review Board for review and approval or disapproval prior to the commencement of construction, alteration or removal. In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. The Design Review Board may condition its approval on such changes in the plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the DRB Submittal. In reviewing each DRB Submittal, the Design Review Board shall consider the Design Guidelines, and may consider the quality of materials and design, harmony of external design with existing

structures, and location in relation to surrounding structures, topography and finish grade elevation, among other things. Decisions of the Design Review Board may be based on purely aesthetic considerations and compliance with the Design Guidelines does not guarantee approval of any DRB Submittal. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as Design Review Board members change over time. M

(b) Decisions. The Design Review Board shall meet from time to time as necessary to perform its duties hereunder. The vote of the majority of all of the members of the Design Review Board, or the written consent of a majority of all of such members, shall constitute an act of the Design Review Board. In the event that the Design Review Board fails to approve or disapprove any application within 45 days after submission of all information and materials reasonably requested, the application shall be deemed rejected.

11.5 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

11.6 Limitation of Liability. Review and approval of any DRB Submittal pursuant to this Article XI are made on the basis of aesthetic considerations only and in connection therewith, the Design Review Board does not owe a duty to any Owner and shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, for ensuring that the proposed Improvements do not interfere or encroach upon property boundaries, easements or setbacks, for changes in drainage on either the Owner's Lot or any adjacent property, for ensuring compliance of such improvements with any specific requirements of this Declaration (e.g., restrictions on altering established drainage) or for ensuring that all Residences are of comparable quality, value or size, or similar design, or aesthetically pleasing or otherwise acceptable to any other Owner. Neither Declarant, the Association, the Board, the Design Review Board, nor any member of any of the foregoing shall be held liable for the approval or rejection of any DRB Submittal; nor any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot; nor for soil conditions, drainage or other general site work; nor for any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Design Review Board and its members shall be defended and indemnified by the Association as provided in the Articles.

11.7 Enforcement.

(a) Removal of Improvements. Any Improvement constructed, installed, modified or renovated on or to any Lot in violation of this Article XI shall be deemed to be nonconforming. Upon written request from the Design Review Board, the Owner of the Lot on which such Improvement is located shall, at such Owner's own cost and expense, remove such Improvement and restore the Lot to substantially the same condition as existed prior to the

nonconforming work or, if applicable, cure such nonconformance by bringing the Improvement into compliance with the requirements of the Design Review Board. Should an Owner fail to remove and restore or cure as required, then the Association, acting through the Board, in accordance with Section 8.3, shall have the right, to enter the Lot, remove the nonconforming Improvement, and restore the Lot to substantially the same condition as previously existed. All costs of any such entry, removal and restoration, together with interest at the maximum rate then allowed by law, may be assessed against the subject Lot and collected as a Specific Assessment. 148

(b) Completion of Work. Unless otherwise specified in writing by the Design Review Board, any approval granted under this Article XI shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association, acting through the Board in accordance with Section 8.3, shall be authorized to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

(c) Exclusion from Property. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article XI may be excluded from the Property. Neither Declarant nor the Design Review Board shall be held liable to any Person for exercising the rights granted by this Section 11.7.

(d) Legal and Equitable Remedies. In addition to the foregoing, Declarant and/or the Design Review Board shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article XI and the decisions of the Design Review Board.

11.8 Variances, Exemptions and Subsidiary Committees. The Design Review Board, in its sole discretion, may: (a) permit variances from the substantive or procedural provisions of the Design Guidelines with respect to any application submitted pursuant to Section 11.4(a); (b) exempt any Lot from the requirements of the Design Guidelines; (c) delegate its authority under this Article XI to any architectural control committee or similar body established by or pursuant to a Subsidiary Declaration with respect to any Lot subject to such Subsidiary Declaration; or (d) agree that the Design Guidelines are superseded by any similar guidelines adopted pursuant to a Subsidiary Declaration with respect to the any Lot subject to such Subsidiary Declaration.

ARTICLE XII

INSURANCE, DAMAGE AND TAKINGS

12.1 Association's Insurance.

(a) Required Coverage. The Association, acting through the Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance if reasonably available or, if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket "all risk" property insurance covering any insurable Improvements owned by the Association. The Association shall have the authority to insure any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured Improvements. 46

(ii) Commercial general liability insurance, insuring the Association and the Owners against damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. All Owners must be named as additional insureds for claims and liabilities arising in connection with the ownership, use or management of the Common Elements. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage.

(iii) Workers' compensation insurance and employer's liability insurance to the extent required by law.

(iv) Directors' and officers' liability coverage in an amount determined by the Board providing coverage for the Directors and the members of the Design Review Board.

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than two months' Assessments plus all reserves on hand, and containing a waiver of all defenses based upon the exclusion of Persons serving without compensation.

(vi) Such additional insurance as the Board determines advisable, which may include, without limitation, automobile insurance, flood insurance, boiler and machinery insurance and building ordinance coverage.

(b) Policy Requirements. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to any Owner or Mortgagee. Each policy may provide for a deductible which may not exceed the lesser of \$10,000 or 1% of the policy face amount, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 12.1(a). Premiums for all insurance maintained by the Association pursuant to this Section 12.1(b) shall be Common Expenses and shall be included in the Common Assessment. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after providing notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the recklessness or willful misconduct of one or more Owners or their Permittees, then the Association may specifically assess the full amount of such

deductible against such Owners and their Lots as Specific Assessments pursuant to Section 9.7. All insurance coverage obtained by the Association shall:

(i) Be written with companies authorized to do business in the State of Colorado;

(ii) Be written in the name of the Association as trustee for the Association and the Members;

(iii) Be written as a primary policy, not contributing with and not supplemental to the coverage that any Owners, occupants or their Mortgagees may carry individually;

(iv) Include an inflation guard endorsement, as applicable;

(v) Include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) Provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association;

(vii) Include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any curable defect or violation or any act or omission of any Owner, without prior written demand to the Association to cure the defect, violation, act or omission and allowance of a reasonable time to effect such cure;

(viii) Include an endorsement precluding cancellation, invalidation or condition to recovery under the policy on account of any act or omission of any Owner, unless such Owner is acting within the scope of its authority on behalf of the Association; and

(ix) Include an endorsement requiring at least 30 days' prior written notice to the Association, and to each Owner and Mortgagee to whom a certificate of insurance has been issued, of any cancellation, substantial modification or non-renewal.

(c) Other Policy Provisions. In addition, the Association may use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) A waiver of subrogation as to any claims against the Board, the officers or employees of the Association, and the Owners and their Permittees;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) A cross liability provision; and

(v) A provision vesting in the Association exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in settlement negotiations, if any, related to such losses.

12.2 Damage and Destruction.

(a) Property Insured by Association.

(i) Immediately after damage or destruction to all or any part of the Property or Improvements covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means the repair or restoration of the damaged property to substantially the condition in which it existed prior to the damage, allowing for changes necessitated by changes in applicable building codes.

(ii) Any damage to or destruction of the Common Elements shall be repaired or reconstructed unless, within 60 days after the loss, a decision not to repair or reconstruct is made by Members representing at least 67% of the votes in the Association, and, if the damage or destruction occurs during the Development Period, the vote of Declarant. If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60 day period, then such period shall be extended until such funds and information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction to the Common Elements shall be repaired or reconstructed.

(iii) If a decision not to repair or reconstruct the damage or destruction to the Common Elements is made pursuant to Section 12.2(a)(ii) and no alternative Improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive landscaped condition.

(iv) Any insurance proceeds attributable to damage to Common Elements shall be applied to the costs of repair or reconstruction and then, if any insurance proceeds remain, distributed among the Owners in proportion to the Owner's Common Allocations in accordance with Section 313 of CCIOA.

(v) If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may levy Assessments to cover the shortfall pursuant to Section 9.5.

(vi) Each Lot will continue to be subject to Assessments following any damage to any portion of the Common Elements, without abatement as a result of such damage.

(b) Property Insured by Owners. Each Owner covenants and agrees that in the event of damage or destruction to structures on or comprising his Lot, the Owner shall proceed promptly to either: (i) repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI; or (ii) clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive landscaped condition. The Owner shall pay any costs of such repair and reconstruction or clearing and maintenance which are not covered by insurance proceeds.

12.3 Takings.

(a) Taking of Lots. In the event of a Taking of all or any part of any Lot, the Owner thereof will be solely responsible for negotiating with the condemning authority concerning the award for such Taking and will be entitled to receive such award after the liens of all Mortgagees on the affected Lot or portion thereof have been satisfied or otherwise discharged. If only part of a Lot is acquired by a Taking, the Owner of such Lot will be responsible for the restoration of its Lot as necessary to return the Lot to a safe and lawful condition that does not adversely affect the use or enjoyment of the other Lots or Common Elements or detract from the general character or appearance of the Property. Any such restoration must be completed in accordance with the provisions of Article XI. If a Taking occurs by which the condemning authority acquires all or any part of one or more Lot(s) in such a manner that such Lot(s) is or are no longer subject to this Declaration, then the Common Allocations for the remaining Lots will automatically adjust in accordance with the formula set forth in Section 2.9.

(b) Taking of Common Elements.

(i) The Board will be solely responsible for negotiating, and is hereby authorized to negotiate with the condemning authority on behalf of the Owners concerning, the amount of the award for any Taking by which a condemning authority acquires 100% of the interests in and to any Common Elements owned in fee simple by the Association without also acquiring 100% of the Lots, and the acceptance of such award by the Board will be binding on all Owners. Any award made for such a Taking shall be payable to the Association as trustee for the Owners and shall be disbursed as set forth in Sections 12.3(b)(ii) and 12.3(b)(iii). Notwithstanding the foregoing, no Common Elements shall be conveyed in lieu of and under threat of condemnation except in accordance with Section 13.3 and, during the Development Period, with the consent of Declarant.

(ii) If a Taking involves a portion of the Common Elements on which Improvements have been constructed, the Association shall restore or replace such Improvements on the remaining land included in the Common Elements to the extent feasible and economically cost-efficient, unless within 60 days after such Taking Members representing at least 67% of the total votes of the Association and, if the Taking

occurs during the Development Period, Declarant shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. If the award made for such Taking is insufficient to cover the costs of restoration or replacement, the Board may levy Special Assessments to cover the shortfall pursuant to Section 9.5.

(iii) If the Taking involves property owned by the Association but not any Improvements on the Common Elements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

12.4 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a Taking of the Common Elements.

ARTICLE XIII **CONVEYANCING AND ENCUMBRANCING**

13.1 Lots. A description of any Lots in accordance with the requirements of Colorado law for the conveyance of real property will, if included in an otherwise proper instrument, be sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only such Lot but also all Easements, rights and other benefits appurtenant thereto as provided in this Declaration. A Person who becomes an Owner will promptly notify the Association of his or her ownership of a Lot. An Owner may encumber his or her Lot as he or she sees fit, subject to the provisions of this Declaration.

13.2 Transferee Liability. In the event of any voluntary or involuntary transfer of a Lot to any Person (other than to a Person taking title through a foreclosure of a First Mortgage), the transferee will be jointly and severally liable with the transferor of such Lot for all unpaid Assessments against such Lot up to the time of transfer, without prejudice to such transferee's right to recover from the transferor any amounts paid by such transferee hereunder.

13.3 Common Elements. The Common Elements or portions thereof may be conveyed or subjected to a security interest by the Association pursuant to the minimum requirements of Section 312(l) of CCIOA. Any net proceeds from the sale of any portion of the Common Elements may be distributed to the Owners as if such amounts were an award paid as a result of the Taking of such portion of the Common Elements.

ARTICLE XIV **AMENDMENT; DURATION AND TERMINATION**

14.1 Amendment. Except as otherwise specifically provided in this Declaration or CCIOA, this Declaration may be amended only as follows:

(a) Amendment by Declarant. Declarant may unilaterally amend this Declaration during the Development Period in the exercise of its Development Rights to the extent permitted by CCIOA. Additionally, notwithstanding any contrary provision contained in

this Declaration, Declarant may unilaterally amend this Declaration and/or the Plats to correct any clerical, typographical or technical errors, and may amend this Declaration to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association. 64

(b) Amendment by Members. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing more than 60% of the total votes in the Association and, if such amendment occurs during the Development Period, with the consent of Declarant; provided, however, that any amendment which changes the uses to which any Lot is restricted, creates or increases Special Declarant Rights, increases the maximum number of Lots, or changes the boundaries of any Lot or the voting rights or Assessment allocation of any Lot must be approved by the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the total votes in the Association and, if such amendment occurs during the Development Period, with the consent of Declarant. Notwithstanding the above, the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under such clause. Amendments to this Declaration shall be prepared, executed, Recorded and certified by the President or Vice President of the Association. Notwithstanding the provisions of this Section 15.2(b), no amendment to this Declaration shall allow uses or Improvements not permitted by the applicable zoning.

(c) Consent of Declarant. During the Development Period, no amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant.

(d) Effective Date; Change in Conditions. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its Recording or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

14.2 Duration and Termination.

(a) Perpetual Duration. Unless terminated as provided in Section 14.2(b), this Declaration shall have perpetual duration. If Colorado law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of 20 years each, unless terminated as provided herein.

(b) Termination. This Declaration may not be terminated within 30 years of the date of Recording without the consent of all the Owners and, during the Declarant Control Period, the consent of Declarant. Thereafter, it may be terminated only by an instrument signed by Owners who represent at least 67% of the votes in the Association. Any termination instrument shall be Recorded and must comply with the termination procedures set forth in

CCIOA. Nothing in this Section 14.2(b) shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

ARTICLE XV

GENERAL PROVISIONS

15.1 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Owners entitled to cast 75% of the votes in the Association. This Section 15.1 shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments as provided in Article IX; (c) proceedings involving challenges to ad valorem taxation; and (d) counterclaims brought by the Association in proceedings instituted against it. This Section 15.1 may be amended only by a vote of Owners entitled to cast 75% of the votes in the Association.

15.2 Indemnity. To the extent permissible under applicable law, as may be in effect from time to time, no Owner will hold or attempt to hold the Association or its employees or agents liable for, and each Owner shall indemnify and hold harmless the Association, its employees and agents from and against, any and all demands, claims, liens (including, without limitation, mechanics' and materialmen's liens and claims), causes of action, fines, penalties, damages, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and costs of litigation) incurred in connection with or arising from:

(a) The use or occupancy or manner of use or occupancy of the Common Elements (or any other property owned by the Association) by such Owner or such Owner's Permittees;

(b) Any activity, work or thing done, permitted or suffered by such Owner in or about the Common Elements or any other property owned by the Association; or

(c) Any acts, omissions or negligence of such Owner or such Owner's Permittees;

except to the extent that any injury or damage to persons or property on the Common Elements or any other property owned by the Association is proximately caused by or results proximately from the negligence or deliberate act of the Association or its agents or employees. Nothing contained in this Section 15.2 will be construed to provide for any indemnification which would violate applicable laws, as may be in effect from time to time, void any or all of the provisions of this Section 15.2, or negate, abridge, eliminate or otherwise reduce any other indemnification or right which the Association or the Owners have by law.

15.3 Use of the Name "Solterra". No Person shall use the name "Solterra" or any derivative in any printed or promotional material without Declarant's prior written consent. However, the Association shall be entitled to use the name "Solterra" in its name.

15.4 Owner Enforcement. Except as necessary to prevent a violation or attempted violation that results or would result in direct and immediate physical damage to an

Owner's Lot or the Improvements thereon, no Owner may prosecute any proceeding at law or in equity to enforce the provisions of this Declaration. Except as provided above with respect to threatened immediate physical damage, the Association, acting through the Board, shall have the exclusive right, power and authority to enforce the provisions of this Declaration. In the event the preceding provisions of this Section 15.4 are adjudged to be unenforceable, an Owner may institute a proceeding to enforce a provision of this Declaration only if the Board does not, at its election, take action to enforce such provisions within 60 days after the Owner gives written notice to the Board specifying the violation or attempted violation of the provisions of this Declaration, the facts and circumstances surrounding the violation, and the name of the Person alleged to have violated or attempted to violate the provisions of this Declaration. Nothing in this Section 15.4 is intended or shall be construed to limit Declarant's exercise or enjoyment of any rights reserved or granted to Declarant pursuant to this Declaration or CCIOA. This Section 15.4 is and shall constitute the dispute resolution policy regarding the resolution of disputes arising between the Association and the Owners as required under Section 124(b) of CCIOA. 56

15.5 Severability. In the event any provision of this Declaration is deemed illegal or invalid by judgment or court order, a legally valid provision similar to the invalidated provision shall be substituted therefor. Invalidation of any provision of this Declaration, in whole or in part, or of any application of a provision of this Declaration, by judgment or court order shall in no way affect other provisions or applications of this Declaration.

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

15.7 Captions. The captions and headings on this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

15.8 Notices. Except for notices concerning meetings of the Association or the Board, which will be given in the manner provided in the Bylaws, any notices required or permitted hereunder or under the Bylaws to be given to any Owner, the Association or the Board will be sent by certified mail, first-class postage prepaid, return receipt requested, to the intended recipient at, in the case of notices to an Owner, the address of such Owner at its Lot; in the case of notices to the Association or the Board, the address of the Association's registered agent. All notices will be deemed given and received three business days after such mailing. Any Owner may change its address for purposes of notice by notice to the Association in accordance with this Section 15.8. The Association or the Board may change its address for purposes of notice by notice to all Owners in accordance with this Section 15.8. Any such change of address will be effective five days after giving of the required notice.

15.9 CCIOA. This Declaration shall be subject to all mandatory requirements of CCIOA. In the event of any conflict between any term or provision of this Declaration and any mandatory provision of CCIOA, the mandatory provisions of CCIOA shall control in all instances, and neither Declarant nor the Association shall have any liability to any party for actions taken in conformity with CCIOA, notwithstanding the fact that such actions may be contrary to the provisions of this Declaration. In the event of any conflict between any term of

provision of this Declaration and any permissive or non-mandatory provision of CCIOA, the provisions of this Declaration shall control in all instances.

15.10 Declarant Liability. Except as otherwise provided in CCIOA, no Person holding the status of, or exercising any rights or performing any obligations of, Declarant under this Declaration shall be liable to any Owner or Mortgagee for any acts or omissions of another Person holding such status, or exercising any rights or performing any obligations associated with the status of Declarant.

15.11 No Merger. Notwithstanding that Declarant currently holds title to all the Property, and notwithstanding that a subsequent Owner may own or hold title to more than one Lot, any such commonality of interests shall not result in or cause any merger and extinguishment, in whole or in part, of any provisions of this Declaration, it being intended by Declarant, for its benefit and the benefit of its successors in interest, that the terms of this Declaration not be merged by virtue of those common ownership interests to any extent, but instead that such terms be and remain in full force and effect upon and following the making and Recording of this Declaration.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed
this _____ day of _____, 200__.

DECLARANT:

CARMA LAKEWOOD LLC, a Colorado
limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

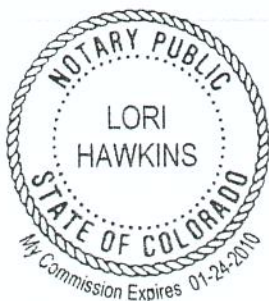
COUNTY OF ARAPAHOE)

) ss.

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before
me this 13TH day of NOVEMBER, 2007, by TOM MORTON as _____ of
CARMA LAKEWOOD LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____



Notary Public

CONSENT BY GREGG DESIGN - CUSTOM BUILDERS, INC.

GREGG DESIGN - CUSTOM BUILDERS,
INC., a Colorado corporation

59

By: _____

Name: _____

Title: _____

Gregg D. Carnicelli
Greggory D. Carnicelli

President

STATE OF COLORADO)

) ss.

COUNTY OF Aspen)

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before me this 16th day of November, 2007, by Greggory Carnicelli President of GREGG DESIGN - CUSTOM BUILDERS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 3/31/11

NANCY L. SELBY
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 3/31/2011

Nancy L. Selby
Notary Public

CONSENT BY BMT INVESTMENT GROUP LLC

BMT INVESTMENT GROUP LLC, a Colorado
limited liability company

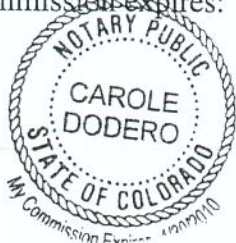
By: [Signature]
Name: Rick CLINE
Title: MEMBER

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before
me this 16th day of NOVEMBER, 2007, by RICK CLINE as MEMBER of
BMT INVESTMENT GROUP LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4-30-2010



[Signature]
Notary Public

CONSENT BY SKS DEVELOPMENT, LLC

SKS DEVELOPMENT, LLC is a Colorado limited liability company.

By: Dan W. Kew
Name: Dan W. Kew
Title: Manager

STATE OF COLORADO

COUNTY OF Jefferson

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before me this 14 day of NOVEMBER, 2007, by DANIEL W. KEW as MANAGER of SKS DEVELOPMENT, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11-2-10



My Commission Expires 11/02/2010

Karen Carter
Notary Public

CONSENT BY WALL CUSTOM HOMES, L.L.C.

WALL CUSTOM HOMES, L.L.C., a Colorado
limited liability company

62

By: [Signature]

Name: Wm W Wall

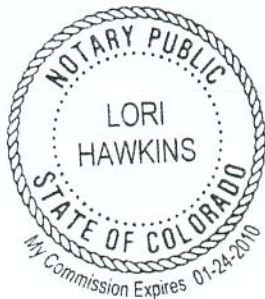
Title: Manager

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before me this 13TH day of NOVEMBER, 2007, by Wm W Wall as MANAGER of WALL CUSTOM HOMES, L.L.C., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____



[Signature]
Notary Public

CONSENT BY SOLTERRA HOME OWNERS ASSOCIATION, INC.

63

SOLTERRA HOME OWNERS
ASSOCIATION, INC., a Colorado non-profit
corporation

By: Irene Berest

Name: Irene Berest

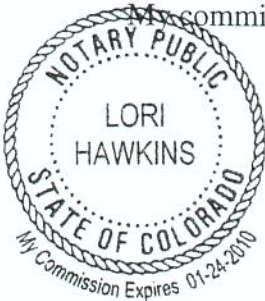
Title: V.P.

STATE OF COLORADO)
COUNTY OF ADAMS) ss.

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before
me this 13TH day of NOVEMBER, 2007, by IRENE BEREST as V.P. of
SOLTERRA HOME OWNERS ASSOCIATION, INC., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: _____



[Signature]
Notary Public

CONSENT BY 9 ONE 5 INVESTMENT GROUP, LLC

9 ONE 5 INVESTMENT GROUP, LLC, a
Colorado limited liability company

64

By: K. Lynch

Name: Katie Lynch

Title: Vice President

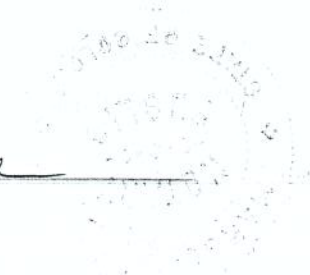
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before me this 14th day of November, 2007, by Katie Lynch as Vice Pres. of 9 ONE 5 INVESTMENT GROUP, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: August 18, 2008

Margo Green
Notary Public



CONSENT BY WATERSTONE HOMES COLORADO, LLC

WATERSTONE HOMES COLORADO, LLC,
a Colorado limited liability company

65

By: [Signature]

Name: JAMES McNULTY

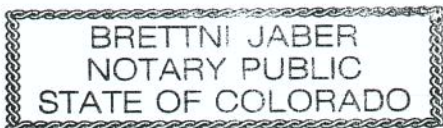
Title: MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before me this 14 day of November, 2007, by James McNulty as member of WATERSTONE HOMES COLORADO, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 09/30/2008



MY COMMISSION EXPIRES 9/30/2008

[Signature]
Notary Public

CONSENT BY ADES DESIGN BUILDERS, INC.

ADES DESIGN BUILDERS, INC., a Colorado corporation

66

By: [Signature]

Name: ANDREW E. ADES

Title: PRESIDENT

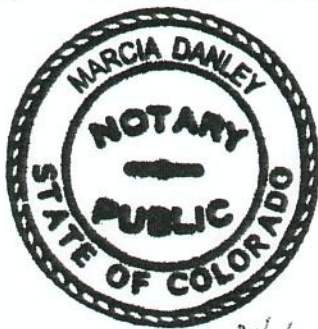
STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before me this 14 day of NOVEMBER, 2007, by ANDREW E. ADES as PRESIDENT of ADES DESIGN BUILDERS, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 04/08/2009

[Signature: Marcia Danley]
Notary Public



My Commission Expires 04/08/2009

CONSENT BY SOPRIS HOMES, LLC

SOPRIS HOMES, LLC, a Colorado limited liability company

67

By: [Signature]

Name: John Stevens

Title: Manager

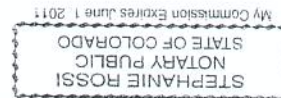
STATE OF COLORADO)

COUNTY OF Boulder) ss.

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before me this 15 day of November, 2007, by John Stevens as Manager of SOPRIS HOMES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: June 1, 2011



[Signature]
Notary Public

CONSENT BY CARDEL HOMES U.S. LIMITED PARTNERSHIP

CARDEL HOMES U.S. LIMITED
PARTNERSHIP, a Florida limited partnership

68

By: RNL
Name: Rod Mickelberry
Title: Regional President

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY, was acknowledged before
me this 19 day of November, 2007, by Rod Mickelberry as Reg. President of
CARDEL HOMES U.S. LIMITED PARTNERSHIP, a Florida limited partnership.

Witness my hand and official seal.

My commission expires: 2.9.09



My Commission Expires 02/09/2009

[Signature]
Notary Public Lisa Wood

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 6, inclusive, Block 1, Solterra Subdivision Filing No. 1, County of Jefferson, State of Colorado;

Lots 1 through 57, inclusive, and Lots 59 through 76, inclusive, Block 1, Solterra Subdivision Filing No. 2, County of Jefferson, State of Colorado;

Lots 1 through 8, inclusive, Block 2, Solterra Subdivision Filing No. 2, County of Jefferson, State of Colorado;

Lots 1 through 28, inclusive, Block 3, Solterra Subdivision Filing No. 2, County of Jefferson, State of Colorado; and

Tract M, Solterra Subdivision Filing No. 2, County of Jefferson, State of Colorado.

EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL LAND

70
A PARCEL OF LAND BEING A PART OF SECTION 25, TOGETHER WITH LOTS 2 AND 3, BLOCK 1, ALL OF BLOCKS 2, 3, 5 AND 6, SPRINGFIELD GREEN, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 88 AT PAGES 40-45 OF THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER, TOGETHER WITH PART OF VACATED WEST EVANS AVENUE, PART OF VACATED SOUTH INDIANA STREET, VACATED WEST VASSAR DRIVE, VACATED WEST ILIFF DRIVE AND VACATED WEST ILIFF AVENUE, LOCATED IN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 25, AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO BEAR SOUTH 00°08'06" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°08'06" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2644.13 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 89°09'07" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1349.06 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE SOUTH 89°09'21" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1348.76 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE SOUTH 89°09'07" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 36.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST YALE AVENUE OF SAID SPRINGFIELD GREEN;

THENCE ALONG THE BOUNDARY OF SAID RIGHT-OF-WAY LINE OF WEST YALE AVENUE AND TRACT A OF SAID SPRINGFIELD GREEN THE FOLLOWING TWO (2) COURSES:

1. THENCE NORTH 36°59'42" WEST, A DISTANCE OF 680.05 FEET;
2. THENCE SOUTH 48°34'50" WEST, A DISTANCE OF 56.22 FEET TO A POINT ON A CURVE ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH MCINTYRE STREET;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES:

1. THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19°44'49", A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 189.56 FEET, AND A CHORD WHICH BEARS NORTH 51°58'21" WEST A DISTANCE OF 188.62 FEET;
2. THENCE NORTH 61°50'45" WEST, A DISTANCE OF 179.71 FEET TO A POINT OF CURVATURE;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°51'03", A RADIUS OF 1504.99 FEET, AN ARC LENGTH OF 652.76 FEET, AND A CHORD WHICH BEARS NORTH 49°25'14" WEST A DISTANCE OF 647.66 FEET;
4. THENCE NORTH 36°59'42" WEST, A DISTANCE OF 1092.20 FEET;
5. THENCE NORTH 12°44'19" WEST, A DISTANCE OF 2069.45 FEET TO A POINT ON A CURVE;
6. THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°54'39", A RADIUS OF 1216.85 FEET, AN ARC LENGTH OF 40.58 FEET, AND A CHORD WHICH BEARS NORTH 07°26'19" WEST A DISTANCE OF 40.58 FEET, TO A POINT OF COMPOUND CURVATURE;

7. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25°24'53", A RADIUS OF 1210.83 FEET, AN ARC LENGTH OF 537.09 FEET, AND A CHORD WHICH BEARS NORTH 06°13'27" EAST A DISTANCE OF 532.70 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25;

THENCE NORTH 89°11'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 246.83 FEET;
THENCE SOUTH 28°46'04" EAST, A DISTANCE OF 793.23 FEET TO THE BOUNDARY OF THAT PARCEL OF LAND RECORDED UNDER RECEPTION NO. 84088063 OF THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 61°13'56" WEST, A DISTANCE OF 144.00 FEET;
2. THENCE SOUTH 28°46'04" EAST, A DISTANCE OF 156.00 FEET;
3. THENCE NORTH 61°13'56" EAST, A DISTANCE OF 144.00 FEET;

THENCE SOUTH 28°46'04" EAST, A DISTANCE OF 182.58 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID SPRINGFIELD GREEN;
THENCE SOUTH 00°34'04" EAST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 979.87 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25;
THENCE NORTH 89°08'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1210.85 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 6, OF SAID SPRINGFIELD GREEN;
THENCE ALONG THE EASTERLY LINES OF SAID LOT 3 THE FOLLOWING THREE (3) COURSES:

1. THENCE NORTH 00°33'29" WEST, A DISTANCE OF 1278.15 FEET;
2. THENCE NORTH 36°10'18" WEST, A DISTANCE OF 713.77 FEET;
3. THENCE NORTH 53°48'26" EAST, A DISTANCE OF 203.78 TO A POINT ON THE BOUNDARY OF SAID SPRINGFIELD GREEN;

THENCE ALONG THE BOUNDARY OF SAID SPRINGFIELD GREEN THE FOLLOWING TWO (2) COURSES:

1. THENCE NORTH 89°11'47" EAST, A DISTANCE OF 576.19 FEET;
2. THENCE SOUTH 00°21'31" EAST, A DISTANCE OF 659.36 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;

THENCE NORTH 89°12'15" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, AND ALONG THE NORTHERLY BOUNDARY OF SAID SPRINGFIELD GREEN, A DISTANCE OF 2713.71 FEET TO THE NORTHEASTERLY CORNER OF SAID SPRINGFIELD GREEN;
THENCE SOUTH 00°07'58" EAST ALONG THE EASTERLY BOUNDARY OF SAID SPRINGFIELD GREEN, A DISTANCE OF 1315.23 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A CALCULATED GROSS AREA OF 367.62 ACRES, MORE OR LESS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 1,
SOLTERRA SUBDIVISION FILING NO. 1,
COUNTY OF JEFFERSON,
STATE OF COLORADO;

AND ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THROUGH 57, INCLUSIVE, AND LOTS 59 THROUGH 76, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 3,
SOLTERRA SUBDIVISION FILING NO. 2,
COUNTY OF JEFFERSON,
STATE OF COLORADO;

72

AND ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

TRACT M,
SOLTERRA SUBDIVISION FILING NO. 2,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

EXHIBIT C

EASEMENTS, LICENSES AND OTHER MATTERS OF RECORD
AFFECTING THE PROPERTY

73

1. MINERALS RESERVATIONS AND INTERESTS AS CONTAINED IN THE FOLLOWING INSTRUMENTS: DEED RECORDED DECEMBER 1, 1977 IN BOOK 3109 AT PAGE 596; DEED RECORDED FEBRUARY 9, 1982 UNDER RECEPTION NO. 82008817; DEED RECORDED FEBRUARY 9, 1982 UNDER RECEPTION NO. 82008818; DEED RECORDED MAY 17, 1983 UNDER RECEPTION NO. 83044138; DEED RECORDED MAY 17, 1983 UNDER RECEPTION NO. 83044346; DEED RECORDED MAY 17, 1983 UNDER RECEPTION NO. 83044347; DEED RECORDED SEPTEMBER 19, 1983 UNDER RECEPTION NO. 83089301.
2. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF EXCLUSION OF SUBJECT PROPERTY FROM THE MOUNT CARBON WATER & SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 28, 2006, UNDER RECEPTION NO. 2006105233 AND RE-RECORDED SEPTEMBER 25, 2006 UNDER RECEPTION NO. 2006115969 AND RE-RECORDED OCTOBER 10, 2006 UNDER RECEPTION NO. 12006122643 SUBJECTING SUBJECT PROPERTY TO ITS SHARE OF BOND INDEBTEDNESS PRIOR TO EXCLUSION AND OTHER TERMS OF THE ORDER.
3. THE EFFECT OF ORDINANCE 0-82-77, REGARDING ZONING, RECORDED DECEMBER 20, 1982 UNDER RECEPTION NO. 82089239.
4. THE EFFECT OF OFFICIAL DEVELOPMENT PLAN OF SPRINGFIELD GREEN RECORDED DECEMBER 20, 1982 UNDER RECEPTION NO. 82089240.

SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN MODIFICATION NO. 1 RECORDED FEBRUARY 1, 2007 UNDER RECEPTION NO. 2007012727.

SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN MODIFICATION NO. 2 RECORDED SEPTEMBER 21, 2007 UNDER RECEPTION NO. 2007108878.
5. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN MODIFICATION NO. 1 RECORDED FEBRUARY 01, 2007 UNDER RECEPTION NO. 2007012726.

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR SPRINGFIELD GREEN OFFICIAL DEVELOPMENT PLAN MODIFICATION NO. 1 RECORDED SEPTEMBER 28, 2007 UNDER RECEPTION NO. 2007111128.
6. EASEMENTS FOR PEDESTRIAN ACCESS AND DRAINAGE AS SHOWN ON THE PLAT OF SPRINGFIELD GREEN, RECORDED APRIL 22, 1986 UNDER RECEPTION NO. 86040993.
7. AN EASEMENT AS GRANTED TO THE MOUNT CARBON METROPOLITAN DISTRICT IN INSTRUMENT RECORDED SEPTEMBER 19, 1986 UNDER RECEPTION NO. 86112760.
8. TERMS, CONDITIONS AND PROVISIONS OF UTILITY CONNECTIONS PURCHASE AGREEMENT RECORDED JULY 29, 1986 AT RECEPTION NO. 86085622.

ASSIGNMENT TO CDN DEVELOPMENT INC., A COLORADO CORPORATION THEREOF RECORDED DECEMBER 5, 1996 UNDER RECEPTION NO. F0339547.

9. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FOSSIL RIDGE METROPOLITAN DISTRICT #2, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 10, 2006, UNDER RECEPTION NO. 2006122655.
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FOSSIL RIDGE METROPOLITAN DISTRICT #3, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 10, 2006, UNDER RECEPTION NO. 2006122656.
11. ONE-FOURTH OF ALL COAL AND COAL RIGHTS AS CONVEYED TO NORA E. PIKE IN DEED RECORDED JANUARY 20, 1955 IN BOOK 900 AT PAGE 201.
12. MEMORANDUM OF RULES AND REGULATIONS OF FOSSIL RIDGE METROPOLITAN DISTRICT 1, FOSSIL RIDGE METROPOLITAN DISTRICT 2 AND FOSSIL RIDGE METROPOLITAN DISTRICT 3 RECORDED JUNE 28, 2007 UNDER RECEPTION NO. 2007075782.
13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WEST METRO FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 28, 1994, UNDER RECEPTION NO. 94184863.
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SOLTERRA SUBDIVISION FILING NO. 1 RECORDED JUNE 8, 2007 UNDER RECEPTION NO. 2007066890.
15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SOLTERRA SUBDIVISION FILING NO. 2 RECORDED SEPTEMBER 28, 2007 UNDER RECEPTION NO. 2007111127.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR (SPRINGFIELD GREEN) SOLTERRA SUBDIVISION FILING NO. 2 RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. 2007116253.

ORDINANCE O-2007-26 APPROVING SITE SPECIFIC DEVELOPMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. 2007116252.

EXHIBIT D

COMMON ELEMENTS

Tract M, Solterra Subdivision Filing No. 2, County of Jefferson, State of Colorado.

15

EXHIBIT E

SERVICE AREAS

76

SERVICE AREA 1:

Lots 1 through 6, inclusive, Block 1, Solterra Subdivision Filing No. 1, County of Jefferson, State of Colorado; and

Lots 51 through 57, inclusive, Block 1, Solterra Subdivision Filing No. 2, County of Jefferson, State of Colorado.

Return to:
CARMA LAKEWOOD
188 INVERNESS DR. W, #150
ENGLEWOOD CO 80112



2008096106

10/16/2008 11:35:31 AM 4 Page(s)
Jefferson County, Colorado

R \$21.00
D \$0.00

AMDECL

21.00

**FIRST SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of OCTOBER 16, 2008 by CARMA LAKEWOOD LLC, a Colorado limited liability company ("Carma Lakewood"). 1-4

RECITALS

A. Carma Lakewood is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, (the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Carma Lakewood owns the subject real property or has the consent of the owner of such property, Carma Lakewood, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Carma Lakewood may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Carma Lakewood, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, CARMA LAKEWOOD declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and established thereby. The terms of the Declaration shall (a) run with the New Property at law and as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the

Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots and Common Elements.** The New Property consists of, and Carma Lakewood hereby creates, Lots, as designated on the attached Exhibit A, and the term "Lots" as used in the Declaration, shall be deemed to include the portions of the New Property indicated on Exhibit A. There are no "Common Elements" in the New Property.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 3, Recorded in the Records on September 18, 2008, at Reception No. 2008087634 and the Recorded Final Plat of Solterra Subdivision Filing No. 4, Recorded in the Records on September 18, 2008, at Reception No. 2008087635, as may be amended or supplemented from time to time.

5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

CARMA LAKEWOOD:

CARMA LAKEWOOD LLC, a Colorado
limited liability company

3

By: Miles Stephens

Name: MILES STEPHENS

Title: VICE PRESIDENT

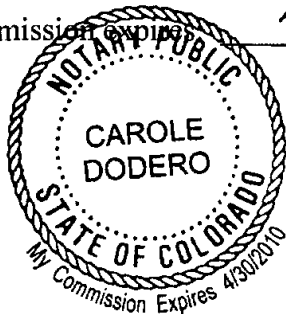
STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 16th day of OCTOBER, 2008, by MILES STEPHENS, as VICE PRESIDENT of CARMA LAKEWOOD LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires

4-30-2010



Carole Dodero

Notary Public

Exhibit A
New Property

Lots:

Lots 1 through 37, inclusive, Block 1, Solterra Subdivision Filing No. 3, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087634.

Lots 1 through 34, inclusive, Block 2, Solterra Subdivision Filing No. 3, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087634.

Lots 1 through 84, inclusive, Block 1, Solterra Subdivision Filing No. 4, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087635.

Lots 1 through 7, inclusive, Block 2, Solterra Subdivision Filing No. 4, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087635.

Lots 1 through 12, inclusive, Block 3, Solterra Subdivision Filing No. 4, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087635.

Lots 1 through 6, inclusive, Block 4, Solterra Subdivision Filing No. 4, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087635.

Lots 1 through 13, inclusive, Block 5, Solterra Subdivision Filing No. 4, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087635.

Lots 1 through 14, inclusive, Block 6, Solterra Subdivision Filing No. 4, according to the final plat thereof recorded in the real property records of Jefferson County, Colorado on September 18, 2008, at Reception No. 2008087635.

CARMA DEVELOPERS
188 INDEPENDENCE DR. W.
#150
ENSLAWOOD CO 80112

SECOND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of the 16th day of SEPTEMBER, 2010 by CARMA LAKEWOOD LLC, a Colorado limited liability company ("Carma Lakewood").

RECITALS

A. Carma Lakewood is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, as amended and supplemented by First Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the Records on October 16, 2008 at Reception No. 2008096106 (collectively, the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Carma Lakewood owns the subject real property or has the consent of the owner of such property, Carma Lakewood, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Carma Lakewood may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Carma Lakewood, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, CARMA LAKEWOOD declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and established thereby. The terms of the Declaration shall (a) run with the New Property at law and



2010080865

09/16/2010 12:10:12 PM 4 Page(s)

Jefferson County, Colorado

R \$26.00

D \$0.00

AMDECL

RESCANNED DATE: 9/29/10
over for code

as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots and Common Elements.** The New Property consists of, and Carma Lakewood hereby creates, Lots as designated on the attached Exhibit A, and the terms "Lots" as used in the Declaration shall be deemed to include the portions of the New Property indicated on Exhibit A.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 6, Recorded in the Records at Reception No. 2009126897, as may be amended or supplemented from time to time.

5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

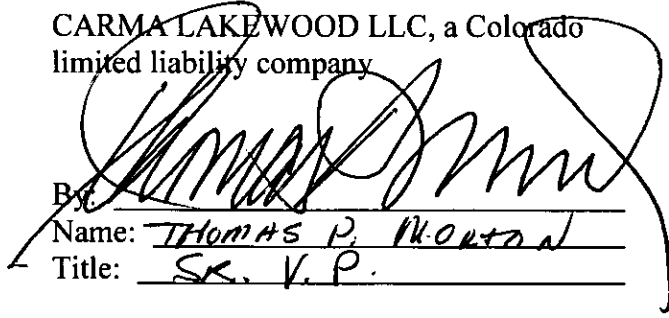
6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

CARMA LAKEWOOD:

CARMA LAKEWOOD LLC, a Colorado
limited liability company

By 

Name: THOMAS P. MORTON

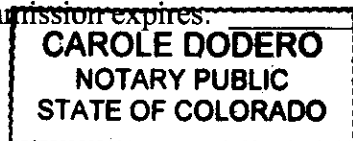
Title: SR. V.P.

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 2010, by THOMAS P. MORTON as SR. VICE PRESIDENT of CARMA LAKEWOOD LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires.



My Commission Expires 4-30-2014

Carole Dodero
Notary Public

Exhibit A
New Property

ix

Lots 1 through 28, inclusive, Block 1, Solterra Subdivision Filing No. 6, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2009126897.



2010113113

12/13/2010 03:45:13 PM 4 Page(s)

Jefferson County, Colorado

R \$26.00

D \$0.00

AMDECL

**THIRD SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of the 13 day of December, 2010 by CARMA LAKEWOOD LLC, a Colorado limited liability company ("Carma Lakewood").

RECITALS

A. Carma Lakewood is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, as amended and supplemented by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the Records on October 16, 2008 at Reception No. 2008096106, as amended and supplemented by that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the Records on September 16, 2010 at Reception No. 2010080865 (collectively, the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Carma Lakewood owns the subject real property or has the consent of the owner of such property, Carma Lakewood, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Carma Lakewood may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Carma Lakewood, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, CARMA LAKEWOOD declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall

be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and established thereby. The terms of the Declaration shall (a) run with the New Property at law and as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration, including without limitation, the right to withdraw from the Community such New Property or any portion thereof, and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots.** The New Property consists of, and Carma Lakewood hereby creates, Lots as designated on the attached Exhibit A, and the terms "Lots" as used in the Declaration shall be deemed to include the portions of the New Property indicated on Exhibit A.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 7, Recorded in the Records on November 3, 2010 at Reception No. 2010098681, as may be amended or supplemented from time to time.

5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

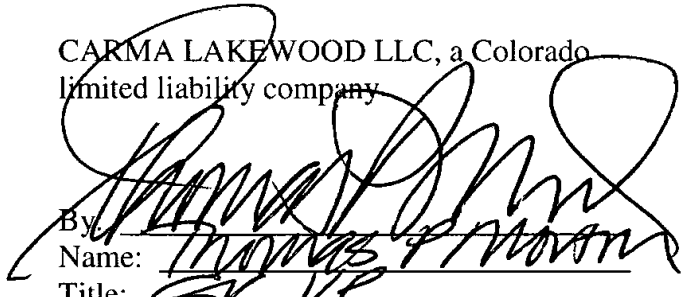
6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

CARMA LAKEWOOD:

CARMA LAKEWOOD LLC, a Colorado
limited liability company

By: 

Name: THOMAS P. MORTON

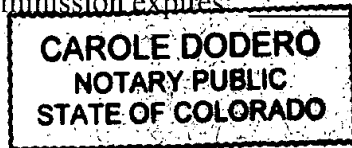
Title: SR VP

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of DECEMBER, 2010, by THOMAS P. MORTON, as SR. VICE PRESIDENT of CARMA LAKEWOOD LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:



My Commission Expires 4-30-2014



Notary Public

Exhibit A
New Property

Lots 1 through 28, inclusive, Block 1, Lots 1 through 20, inclusive, Block 2 and Lots 1 through 11, inclusive, Block 3, Solterra Subdivision Filing No. 7, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2010098681. H

[RECORDING INSTRUCTIONS TO THE CLERK AND RECORDER: Index this instrument (a) in the grantee's index in the names of "Solterra, a Planned Community" and "Solterra Home Owners Association, Inc." and (b) in the grantor's index in the name of "Carma Lakewood LLC".]



R \$26.00
D \$0.00
AMDECL
2011114675
12/19/2011 10:57:09 AM 4 Page(s)
Jefferson County, Colorado

26⁰⁰
pc

**FORTH SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

1-4

THIS FORTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of the 19th day of DECEMBER, 2011 by SOLTERRA LLC, (FORMERLY CARMA LAKEWOOD LLC), a Colorado limited liability company ("Solterra LLC").

RECITALS

A. Solterra LLC is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, as amended and supplemented by First Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the Records on October 16, 2008 at Reception No. 2008096106 (collectively, the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Solterra LLC owns the subject real property or has the consent of the owner of such property, Solterra LLC, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Solterra LLC may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Solterra LLC, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, SOLTERRA LLC declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and established thereby. The terms of the Declaration shall (a) run with the New Property at law and

as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots and Common Elements.** The New Property consists of, and Solterra LLC hereby creates, Lots as designated on the attached Exhibit A, and the terms "Lots" as used in the Declaration shall be deemed to include the portions of the New Property indicated on Exhibit A.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 8, Recorded in the Records at Reception No. 2011067309, as may be amended or supplemented from time to time.

5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

SOLTERRA LLC:

SOLTERRA LLC LLC, a Colorado limited liability company

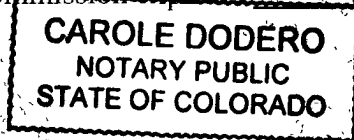
By: [Signature]
Name: Miles Stephens
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 2010, by MILES STEPHENS, as VICE PRESIDENT of SOLTERRA LLC LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____



My Commission Expires 4-30-2014

[Signature]

Notary Public

Exhibit A
New Property

4

Lots 1 through 5, inclusive, Block 1, Lots 1 through 22, inclusive, Block 2 and Lots 1 through 17, Block 3 of Solterra Subdivision Filing No. 8, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2001067309.

**FIFTH SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

47

THIS FIFTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of the 24th day of DECEMBER, 2011 by SOLTERRA LLC, (FORMERLY CARMA LAKEWOOD LLC), a Colorado limited liability company ("Solterra LLC").

RECITALS

A. Solterra LLC is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, as amended and supplemented by First Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the Records on October 16, 2008 at Reception No. 2008096106 (collectively, the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Solterra LLC owns the subject real property or has the consent of the owner of such property, Solterra LLC, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Solterra LLC may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Solterra LLC, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, SOLTERRA LLC declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and established thereby. The terms of the Declaration shall (a) run with the New Property at law and

as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots and Common Elements.** The New Property consists of, and Solterra LLC hereby creates, Lots as designated on the attached Exhibit A, and the terms "Lots" as used in the Declaration shall be deemed to include the portions of the New Property indicated on Exhibit A.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 9, Recorded in the Records at Reception No. , as may be amended or supplemented from time to time.

5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

GRANTOR:

SOLTERRA LLC, a Colorado limited liability company f/k/a CARMA LAKEWOOD, LLC. a Colorado limited liability company

By: *Miles Stephens*
Miles Stephens, Vice-President

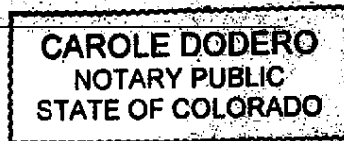
STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of December, 2011, Miles Stephens, as Vice-President of Solterra LLC, a Colorado limited liability company f/k/a Carma Lakewood, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Carole Dodero
Notary Public

My commission expires: _____



My Commission Expires 4-30-2014

Exhibit A
New Property

Lots 1 through 5, inclusive, Block 1, of Solterra Subdivision Filing No. 9, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. .

2006
1-4

**SIXTH SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

THIS FORTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of the 6th day of August, 2012 by SOLTERRA LLC, (FORMERLY CARMA LAKEWOOD LLC), a Colorado limited liability company ("Solterra LLC").

RECITALS

A. Solterra LLC is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, as amended and supplemented by First Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planed Community, recorded in the Records on October 16, 2008 at Reception No. 2008096106 (collectively, the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Solterra LLC owns the subject real property or has the consent of the owner of such property, Solterra LLC, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Solterra LLC may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Solterra LLC, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, SOLTERRA LLC declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and established thereby. The terms of the Declaration shall (a) run with the New Property at law and



as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots and Common Elements.** The New Property consists of, and Solterra LLC hereby creates, Lots as designated on the attached Exhibit A, and the terms "Lots" as used in the Declaration shall be deemed to include the portions of the New Property indicated on Exhibit A.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 10, Recorded in the Records at Reception No. 2012078424, and Solterra Subdivision Filing No. 11, Recorded in the Records at Reception No. 2012078426 as may be amended or supplemented from time to time.

5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

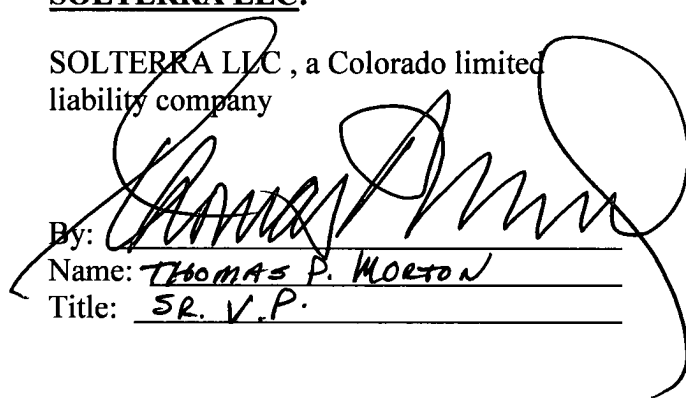
6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

SOLTERRA LLC:

SOLTERRA LLC, a Colorado limited liability company

By: 

Name: THOMAS P. MORTON

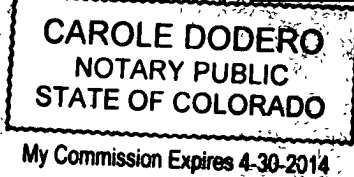
Title: SR. V.P.

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 2012, by THOMAS P. MORTON, as SR. VP. of SOLTERRA LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____




Notary Public

Exhibit A
New Property

Lots 1 through 36, inclusive, Block 1, Lots 1 through 10, inclusive, Block 2 and Lots 1 through 25, Block 3 of Solterra Subdivision Filing No. 10, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2012078424.

Lots 1 through 11, inclusive, Block 4 of Solterra Subdivision Filing No. 11, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2012078426.

SEVENTH SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY

THIS SEVENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of the 15th day of OCTOBER, 2012 by SOLTERRA LLC, a limited liability company f/k/a CARMA LAKEWOOD LLC, a Colorado limited liability company ("Solterra LLC").

RECITALS

A. Solterra LLC is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, as amended and supplemented by First Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the Records on October 16, 2008 at Reception No. 2008096106 (collectively, the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Solterra LLC owns the subject real property or has the consent of the owner of such property, Solterra LLC, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Solterra LLC may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Solterra LLC, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, SOLTERRA LLC declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and

established thereby. The terms of the Declaration shall (a) run with the New Property at law and as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots and Common Elements.** The New Property consists of, and Solterra LLC hereby creates, Lots as designated on the attached Exhibit A, and the terms "Lots" as used in the Declaration shall be deemed to include the portions of the New Property indicated on Exhibit A.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 12, Recorded in the Records at Reception No. 2012104154, as may be amended or supplemented from time to time.

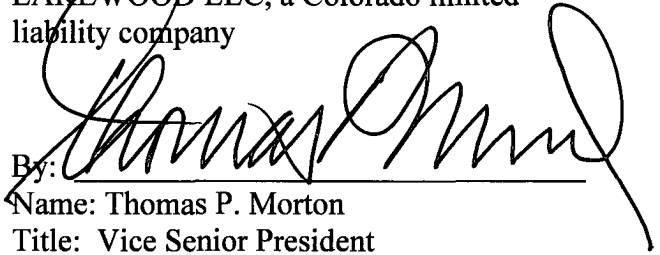
5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

SOLTERRA LLC, a Colorado limited
liability company f/k/a CARMA
LAKEWOOD LLC, a Colorado limited
liability company

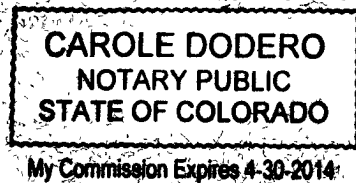
By: 
Name: Thomas P. Morton
Title: Vice Senior President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 15 day October, 2012, by Thomas P. Morton, as Senior Vice President of SOLTERRA LLC, a Colorado limited liability company f/k/a CARMA LAKEWOOD LLC, a Colorado limited liability company

Witness my hand and official seal.

My commission expires: _____




Notary Public

Exhibit A
New Property

Lots 1 through 52, inclusive, Block 1, Lots 1 through 58, inclusive Block 2 and Lots 1 through 19, inclusive Block 3 of Solterra Subdivision Filing No. 12, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2012104154.



R \$26.00
D \$0.00

2013144390

12/17/2013 12:19:46 PM 4 Page(s)

JEFFERSON COUNTY, Colorado

**EIGHTH SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOLTERRA,
A PLANNED COMMUNITY**

THIS EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLTERRA, A PLANNED COMMUNITY (this "Supplement") is made as of the 16 day of December, 2013 by SOLTERRA LLC, (FORMERLY CARMA LAKEWOOD LLC), a Colorado limited liability company ("Solterra LLC").

RECITALS

A. Solterra LLC is "Declarant" pursuant to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the real property records of Jefferson County, Colorado (the "Records") on November 26, 2007 at Reception No. 2007129904, as amended and supplemented by First Supplement to Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community, recorded in the Records on October 16, 2008 at Reception No. 2008096106 (collectively, the "Declaration"). Initially capitalized terms used in this Supplement without definition shall have the meanings assigned to them in the Declaration. The Community is a planned community created under the Colorado Common Interest Ownership Act, 38-33.3-101, et seq., C.R.S. ("CCIOA") and is located entirely in the City of Lakewood, Jefferson County, Colorado.

B. Pursuant to Section 5.1(b) of the Declaration, during the Development Period and so long as Solterra LLC owns the subject real property or has the consent of the owner of such property, Solterra LLC, as Declarant, may annex all or any portion of the Additional Land into the Community and make such portion of the Additional Land a part of the Property subject to the terms of the Declaration. Solterra LLC may exercise its rights under Section 5.1(b) of the Declaration by executing and recording a Supplemental Declaration.

C. Solterra LLC, as owner of the portion of the Additional Land described on the attached Exhibit A (the "New Property"), desires to annex the New Property into the Community and to make it a part of the Property under the Declaration.

DECLARATION

NOW THEREFORE, SOLTERRA LLC declares as follows:

1. **Addition of New Property.** Pursuant to Section 5.1(b) of the Declaration, the New Property is hereby annexed into the Community and made a part of the Property under the Declaration. Without in any way limiting or amending the terms of the Declaration, the terms and the provisions of the Declaration shall apply to the New Property and the New Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration and the covenants, conditions, easements and restrictions contained therein and established thereby. The terms of the Declaration shall (a) run with the New Property at law and

as an equitable servitude; (b) bind any Person having or acquiring any right, title or interest to any portion of the New Property; (c) inure to the benefit of and be binding upon every part of the New Property and every interest therein; and (d) inure to the benefit of, be binding upon and be enforceable by Declarant, each Owner and the Association. The restrictions contained in the Declaration shall apply to the New Property from and after the date of this Supplement in the same manner as if the New Property had been originally subject to the Declaration.

2. **New Property Subject to Development Rights.** Without in any way limiting the terms of Section 1 above, the New Property is hereby expressly made subject to any and all Development Rights provided for in Section 5.1 of the Declaration and Declarant hereby reserves such Development Rights over the New Property. Such Development Rights may be exercised with respect to the New Property in the same manner as any other portion of the Property in accordance with Section 5.2 of the Declaration. The provisions of Sections 5.1 and 5.2 of the Declaration are incorporated herein by reference.

3. **Lots and Common Elements.** The New Property consists of, and Solterra LLC hereby creates, Lots as designated on the attached Exhibit A, and the terms "Lots" as used in the Declaration shall be deemed to include the portions of the New Property indicated on Exhibit A.

4. **Plat.** The term "Plat" as used in the Declaration shall be deemed to include the Recorded Final Plat of Solterra Subdivision Filing No. 13, Recorded in the Records at Reception No. 2013143599, Solterra Subdivision Filing No. 14, Recorded in the Records at Reception No. 2013143600 and Solterra Subdivision Filing No. 15, Recorded in the Records at Reception No. 2013143601 as may be amended or supplemented from time to time.

5. **Common Allocations.** Upon the Recording of this Supplement, the Common Allocation allocated to each Lot, including the newly created Lots within the New Property, shall automatically be adjusted in accordance with Section 2.9 of the Declaration.

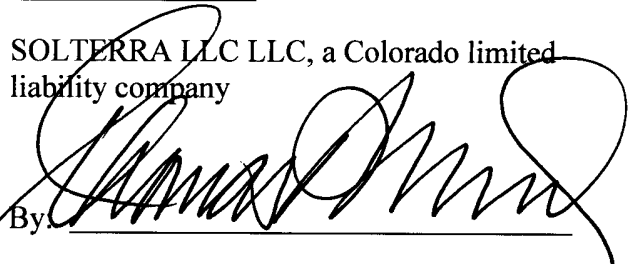
6. **Effect.** Except as expressly provided in this Supplement, the Declaration is not amended, supplemented or altered in any way by this Supplement and the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplement is executed as of the date first written above.

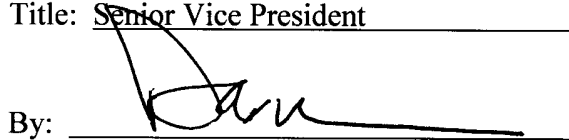
SOLTERRA LLC:

SOLTERRA LLC LLC, a Colorado limited liability company

By: 

Name: Tom Morton

Title: Senior Vice President

By: 

Name: Dan Romero

Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 16th day of DECEMBER, 2013, by TOM MORTON AND DAN ROMERO, as SR VP of SOLTERRA LLC LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

CAROLE DODERO
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 4-30-2014.

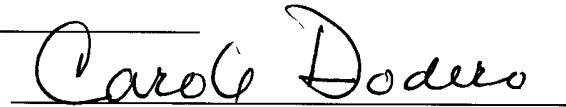

Notary Public

Exhibit A
New Property

4

Lots 1 through 89, inclusive, Block 1, Lots 1 through 36, inclusive Block 2, Lots 1 through 65, inclusive Block 3 and Lot 1 through 41, inclusive Block 4 of Solterra Subdivision Filing No. 13, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2013143599. Lots 1 through 4, inclusive, Block 1, Lots 1 through 16, inclusive Block 2, Lots 1 through 23, inclusive Block 3 and Lot 1 through 20, inclusive Block 4 of Solterra Subdivision Filing No. 14, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2013143600. Lots 1 through 43, inclusive, Block 1 of Solterra Subdivision Filing No. 15, County of Jefferson, State of Colorado, according to the plat thereof recorded at Reception No. 2013143601.

After recording, return to:
Solterra, LLC
6465 S. Greenwood Plaza Blvd., Suite 700
Centennial, CO 80111

**NINTH SUPPLEMENTAL DECLARATION AND
ANNEXATION OF ADDITIONAL LAND TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR SOLTERRA, A PLANNED COMMUNITY**

Solterra, LLC, (formerly known as Carma Lakewood, LLC) a Colorado limited liability company ("**Declarant**") executes this Ninth Annexation of Additional Land to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community ("**Supplemental Declaration**"), this 22nd day of February, 2016.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community ("**Declaration**") was recorded on in the real property records of the Clerk and Recorder of Jefferson County, Colorado on November 26, 2007, at Reception Number 2007129904.

B. Carma Lakewood, LLC, a Colorado limited liability company, is the named Declarant under the Declaration.

C. Carma Lakewood, LLC, changed its name to Solterra, LLC via Articles of Amendment filed with the Colorado Secretary of State on March 31, 2011, and as such, Solterra, LLC is the Declarant under the Declaration.

D. Article V, Section 5.1(b) of the Declaration reserves unto the Declarant the right to annex land to the Declaration by the recordation of one or more Supplemental Declarations, as that term is defined in the Declaration.

E. The purpose of this Supplemental Declaration is to annex certain additional land to the Declaration and to include such land within the Property that is subject to the Declaration, which annexation is to be effective upon the recordation of this Supplemental Declaration in the real property records of the Clerk and Recorder of Jefferson County, Colorado.

F. The additional land annexed to the Declaration by this Supplemental Declaration is a part of the Additional Property that is identified and described on **Exhibit B** of the Declaration as real property that is annexable to the Declaration.

NOW THEREFORE, effective upon the recordation of this Supplemental Declaration in the real property records of the Clerk and Recorder of Jefferson County, Colorado, the Declarant hereby annexes the Lot or Lots and/or the Common Area identified and described below ("**Annexed Property**"), together with all improvements, appurtenances and facilities now or hereafter thereon into the Declaration, and imposes upon the Annexed Property the following conditions, restrictions, reservations and equitable servitudes. All capitalized terms used herein shall have the same meaning as set forth in the Declaration unless otherwise defined herein.

1. Annexed Property. The Annexed Property is described as follows:

Legal Description of Lot(s) to be annexed:

Lots 1 through 23, inclusive, Block 1, Solterra Subdivision Filing No. 16, County of Jefferson, State of Colorado, according to the plat thereof recorded on February 12, 2016, at Reception Number 2016013850.

Lots 1 through 18, inclusive, Block 2, Solterra Subdivision Filing No. 16, County of Jefferson, State of Colorado, according to the plat thereof recorded on February 12, 2016, at Reception Number 2016013850.

Lots 1 through 47, inclusive, Block 3, Solterra Subdivision Filing No. 16, County of Jefferson, State of Colorado, according to the plat thereof recorded on February 12, 2016, at Reception Number 2016013850.

Lots 1 through 38, inclusive, Block 4, Solterra Subdivision Filing No. 16, County of Jefferson, State of Colorado, according to the plat thereof recorded on February 12, 2016, at Reception Number 2016013850.

Lots 1 through 7, inclusive, Block 5, Solterra Subdivision Filing No. 16, County of Jefferson, State of Colorado, according to the plat thereof recorded on February 12, 2016, at Reception Number 2016013850.

Lots 1 through 29, Block 6, Solterra Subdivision Filing No. 16, County of Jefferson, State of Colorado, according to the plat thereof recorded on February 12, 2016, at Reception Number 2016013850.

Legal Description of Common Elements to be annexed:

None.

2. Annexation. The Annexed Property is annexed to the Declaration pursuant to the provisions of Article V, Section 5.1(b) of the Declaration. The Annexed Property consists of Lots and as more particularly described above. A Plat containing the Annexed Property as more particularly identified above has been recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado. Each Lot in the Annexed Property and its identifying

designation is set forth on the Plat and is listed above. The Annexed Property is part of the annexable property described on **Exhibit B** of the Declaration. The Declarant is the owner of the Annexed Property.

3. Effect of Annexation. The Annexed Property is annexed to and made subject to the Declaration and shall be held, transferred, sold, conveyed and occupied subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, as supplemented and amended from time to time, including all assessment obligations set forth in the Declaration. The Annexed Property is also subject to all of the provisions of the Articles of Incorporation and Bylaws of Solterra Home Owners Association, Inc., a Colorado nonprofit corporation, as more particularly described in the Declaration, the Articles of Incorporation and the Bylaws.

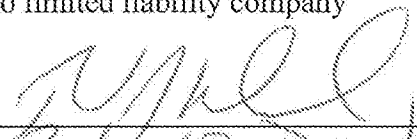
4. Allocated Interests. Upon the annexation of the Annexed Property, except as may otherwise be provided in the Declaration, the Common Allocation attributable to each Lot annexed hereby shall be a fraction, the numerator of which is the value assigned to the Lot (which is one (1)) and the denominator of which is the sum of the values assigned to all Lots in the Community.

5. Binding Effect. This Supplemental Declaration runs with the Annexed Property and is binding upon the successor and assigns of the signatories hereto and each successor owner of the Annexed Property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 22nd day of February, 2016.

DECLARANT:

Solterra, LLC
a Colorado limited liability company

By: 

Name: Richard P. Demaree

Title: President

STATE OF COLORADO)

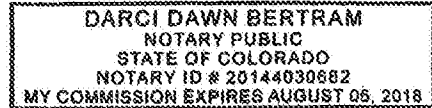
)ss.

COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 22nd day of February, 2016, by Richard Blumley as President of Solterra, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 08/05/2018



Darci Dawn Bertram
Notary Public

After recording, return to:
Solterra, LLC
6465 S. Greenwood Plaza Blvd., Suite 700
Centennial, CO 80111

**TENTH SUPPLEMENTAL DECLARATION AND
ANNEXATION OF ADDITIONAL LAND TO
THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR SOLTERRA, A PLANNED COMMUNITY**

Solterra, LLC, (formerly known as Carma Lakewood, LLC) a Colorado limited liability company (the “**Declarant**”) executes this Tenth Annexation of Additional Land to the Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community (the “**Supplemental Declaration**”), this 14th day of April, 2020.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Solterra, a Planned Community (the “**Declaration**”) was recorded on in the real property records of the Clerk and Recorder of Jefferson County, Colorado on November 26, 2007, at Reception Number 2007129904.

B. Carma Lakewood, LLC, a Colorado limited liability company, is the named Declarant under the Declaration.

C. Carma Lakewood, LLC, changed its name to Solterra, LLC via Articles of Amendment filed with the Colorado Secretary of State on March 31, 2011, and as such, Solterra, LLC is the Declarant under the Declaration.

D. Article V, Section 5.1(b) of the Declaration reserves unto the Declarant the right to annex land to the Declaration by the recordation of one or more Supplemental Declarations, as that term is defined in the Declaration.

E. The purpose of this Supplemental Declaration is to annex certain additional land to the Declaration and to include such land within the Property that is subject to the Declaration, which annexation is to be effective upon the recordation of this Supplemental Declaration in the real property records of the Clerk and Recorder of Jefferson County, Colorado.

F. The additional land annexed to the Declaration by this Supplemental Declaration is a part of the Additional Property that is identified and described on Exhibit B of the Declaration as real property that is annexable to the Declaration.

NOW THEREFORE, effective upon the recordation of this Supplemental Declaration in the real property records of the Clerk and Recorder of Jefferson County, Colorado, the Declarant hereby annexes the Lot or Lots and/or the Common Area identified and described below ("**Annexed Property**"), together with all improvements, appurtenances and facilities now or hereafter thereon into the Declaration, and imposes upon the Annexed Property the following conditions, restrictions, reservations and equitable servitudes. All capitalized terms used herein shall have the same meaning as set forth in the Declaration unless otherwise defined herein.

1. Annexed Property. The Annexed Property is described as follows:

Legal Description of Lots to be annexed:

Lots 1 through 44, inclusive, Block 1
Lots 1 through 12, inclusive, Block 2
Lots 1 through 16, inclusive, Block 3
Solterra Subdivision Filing No. 17
County of Jefferson
State of Colorado

According to the plat thereof recorded on November 21, 2018, at
Reception Number 2018105871

Lots 17 through 31, inclusive, Block 1
Solterra Subdivision Filing No 18 Lot Line Adjustment No. 1
County of Jefferson
State of Colorado

According to the plat thereof recorded on November 8, 2019, at Reception
Number 2019107527

Lots 1 through 23, inclusive, Block 1
Solterra Subdivision Filing No. 19
County of Jefferson
State of Colorado

According to the plat thereof recorded on January 24, 2020, at Reception
Number 2020010021

Lots 1 through 20, inclusive, Block 1
Solterra Subdivision Filing No. 20
County of Jefferson
State of Colorado

According to the plat thereof recorded on January 24, 2020, at Reception
Number 2020010022

Legal Description of Common Elements to be annexed:

None

2. Annexation. The Annexed Property is annexed to the Declaration pursuant to the provisions of Article V, Section 5.1(b) of the Declaration. The Annexed Property consists of Lots as more particularly described above. A Plat containing the Annexed Property as more particularly identified above has been recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado. Each Lot in the Annexed Property and its identifying designation is set forth on the Plat and is listed above. The Annexed Property is part of the annexable property described on Exhibit B of the Declaration. The Declarant is the owner of the Annexed Property.

3. Effect of Annexation. The Annexed Property is annexed to and made subject to the Declaration and shall be held, transferred, sold, conveyed and occupied subject to all of the terms, provisions, covenants, conditions, reservations, charges, and liens set forth in the Declaration, as supplemented and amended from time to time, including all assessment obligations set forth in the Declaration. The Annexed Property is also subject to all of the provisions of the Articles of Incorporation and Bylaws of Solterra Home Owners Association, Inc., a Colorado nonprofit corporation, as more particularly described in the Declaration, the Articles of Incorporation and the Bylaws.

4. Allocated Interests. Upon the annexation of the Annexed Property, except as may otherwise be provided in the Declaration, the Common Allocation attributable to each Lot annexed hereby shall be a fraction, the numerator of which is the value assigned to the Lot (which is one (1)) and the denominator of which is the sum of the values assigned to all Lots in the Community.

5. Binding Effect. This Supplemental Declaration runs with the Annexed Property and is binding upon the successor and assigns of the signatories hereto and each successor owner of the Annexed Property.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 14 day of April, 2020.

DECLARANT:

Solterra, LLC
a Colorado limited liability company

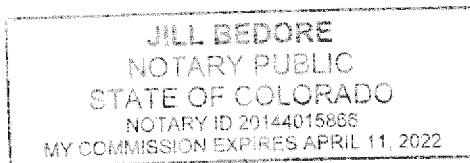
By: Shannon Robbins
Name: SHANNON ROBBINS
Title: VICE PRESIDENT

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 14 day of April, 2020, by Shannon Robbins as Vice President of Solterra, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 4/11/2022



Jill Bedore
Notary Public