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**DECLARATION OF EASEMENTS
AND MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS
FOR
MIDTOWN**

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**DECLARATION OF
MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS
FOR
MIDTOWN**

THIS DECLARATION OF MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS FOR MIDTOWN (this "Declaration") is made as of the 26th day of June, 2013, by Midtown LLC, a Colorado limited liability company ("Declarant").

SECTION 1
RECITALS

1.1 Property. Declarant, Midtown Residential LLC, a Colorado limited liability company ("Midtown Residential"), and Weekley Homes, LLC, a Delaware limited liability company d/b/a David Weekley Homes ("Weekley") are the owners in fee simple of the Property, as defined below.

1.2 General Purpose. Declarant desires to subject the Property to the covenants, conditions and restrictions set forth in this Declaration to establish architectural, design and maintenance standards governing development and maintenance of the Property and to provide a means to enforce such standards. Midtown Residential and Weekley each consents to the inclusion of its real property in this Declaration and subjects its real property to all of the covenants, conditions and restrictions set forth in the Declaration.

1.3 CCIOA Exemption. Under no circumstances shall the Declarant or any other entity have the power pursuant to this Declaration to levy any assessments against any Owner or other occupant of any portion of the Property for the purpose of paying for real estate taxes, insurance premiums, maintenance or improvement on a portion of the Property not owned by such Owner. Therefore, this Declaration does not establish a "common interest community" as defined in the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.*, as amended ("CCIOA") and CCIOA does not and shall not apply to this Declaration. The foregoing shall not affect the right of the AMC, the Appointing Authority, or the Districts (all as defined below) to send demand letters and notices, to charge interest and/or late charges, to levy and collect fines, to impose liens, to negotiate, settle and/or take any other actions, with respect to any violation, or alleged violation, of any portion of this Declaration.

SECTION 2
DECLARATION

Declarant hereby declares that the Property shall be owned, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to this Declaration. This Declaration shall: (i) run with the Property at law; (ii) bind all persons and entities having or acquiring any interest in the Property or any part thereof; (iii) inure to the benefit of and be binding upon every part of the Property and every interest therein; and (iv) inure to the benefit of, be binding upon, and be enforceable, along with any Rules and Design Guidelines promulgated hereunder, by the Declarant, Appointing Authority, the AMC and the Districts. Notwithstanding the fact that, as of

the date of this Declaration, Declarant, Midtown Residential and Weekley are the owners of all of the Property, Declarant does not intend for such ownership to result in, and such ownership shall not result in, the merger and/or termination of any of the covenants, conditions or restrictions created by this Declaration.

SECTION 3
DEFINITIONS

3.1 Defined Terms. The following terms shall have the meanings given below:

- (a) AMC: Is defined in Section 4.1.
- (b) AMC Member: Is defined in Section 4.2.
- (c) Application: Is defined in Section 5.1.
- (d) Appointing Authority: The entity or entities that from time to time possess the power, pursuant to Section 4.3 hereof, to appoint members of and consultants to the AMC.
- (e) Builder: Any person or entity designated by Declarant that, in the ordinary course of such person or entity's business, purchases one or more Lots for the purpose of Development thereon and later re-sale.
- (f) Buildings: Any permanent structures, or portion of a structure, built for the shelter or enclosure of human beings or property of any kind, but excluding advertising signboards, fences and walls.
- (g) CCIOA: Is defined in Section 1.3.
- (h) County: The County of Adams, State of Colorado.
- (i) Declarant: Midtown LLC, a Colorado limited liability company, and any successor or assign of all or any portion of the rights of Declarant under this Declaration pursuant to Section 11.4.
- (j) Declaration: This document, together with the exhibits attached hereto, as amended from time to time.
- (k) Design Guidelines: Is defined in Section 5.6.
- (l) Development: Except as specifically excepted within the Design Guidelines, Development shall include any site preparation; landscaping improvements; earthmoving; excavation; construction; sign or signboard erection or alteration; exterior change, modification, alteration, substitution or enlargement of any Building; paving; fencing; wall construction; or the making, alteration, addition or removal of any improvements of any kind or nature to any portion of the Property or to the exterior of Buildings or structures thereon.

(m) District: A metropolitan or other special district formed pursuant to Colorado law to service the Property, including, without limitation, Clear Creek Station Metropolitan District No. 1, Clear Creek Station Metropolitan District No. 2 and/or Clear Creek Station Metropolitan District No. 3.

(n) District No. 1: Clear Creek Station Metropolitan District No. 1, its successors and assigns.

(o) 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 and mechanics' liens) that is not used or made in an attempt to avoid the terms of this Declaration.

(p) First Mortgagee: A beneficiary or holder of a First Mortgage.

(q) Lot: A physical portion of the Property, whether developed or undeveloped, that is a separate, legally established lot, parcel or unit of real property that may be legally transferred or conveyed without further subdivision or other similar approval from the County. Without limiting the generality of the preceding sentence, the term Lot includes any superblocks, plots, tracts, lots, planning areas or similar portions of the Property that are described by the preceding sentence and that have not been further subdivided into smaller Lots, though such subdivision into smaller Lots is likely to occur or may occur in the future. Upon the subdivision of any existing Lots into two or more Lots, the Lot so subdivided shall no longer be recognized as one Lot for any purpose hereunder.

(r) 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.

(s) Mortgagee: A beneficiary or holder of a Mortgage.

(t) Notifications: Is defined in Section 6.17.

(u) Owner: Any individual, firm, corporation, partnership, limited liability company or partnership, association or other legal entity, or any combination thereof, holding fee simple title of Record to any Lot from time to time. The term "Owner" shall not include any Mortgagee (unless and until such Mortgagee becomes the holder of fee simple title of Record to a Lot), the contract purchaser or vendee under any installment sale contract, or the contract purchaser under any other executory contracts for purchase and sale of the Lot.

(v) Permittee: A natural person, other than an Owner, who is a tenant or occupant of a Lot or a natural person who is an agent, employee, customer, contractor, licensee, guest or invitee of an Owner or of such tenant or occupant.

(w) Property: The real property described on Exhibit A attached hereto.

(x) 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.

(y) 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.

(z) Rules: Rules and regulations governing the use of the Property adopted by the AMC from time to time. The Rules shall be binding on all Owners and their Permittees.

(aa) Site Plan: Complete plans and specifications for Development proposed on a Lot or any portion thereof showing the location of all existing and proposed Buildings and other improvements and such other items or matters as may be required by the AMC pursuant to this Declaration and the Design Guidelines.

(bb) Supplemental Declaration: An amendment to this Declaration which annexes or withdraws Property and filed in the Records pursuant to this Declaration.

SECTION 4 **THE ARCHITECTURAL AND MAINTENANCE COMMITTEE**

4.1 Establishment of the AMC. There is hereby established an Architectural and Maintenance Committee ("AMC") for the purposes of regulating Development and maintenance within the Property.

4.2 AMC Members. The AMC shall initially have three members (each an "AMC Member"). The Appointing Authority shall appoint all AMC Members. The Appointing Authority also may appoint staff and consultants of the AMC including, but not limited to, architects, planners, engineers, attorneys and other individuals whose knowledge or skills will assist the AMC in carrying out its functions. These staff members and consultants may be authorized by the AMC to attend its meetings and to participate in all discussions that take place, to advise the AMC in their areas of expertise and to perform any and all other tasks requested by the AMC to assist the AMC in carrying out its functions. The Appointing Authority shall have the right to increase the number of AMC Members in its discretion from time to time; provided, however, the AMC shall have no less than three members and no more than seven members at any time. Each AMC Member shall be a natural person who is eighteen years of age or older.

4.3 Appointing Authority.

(a) As long as Declarant owns any platted or plattable lots or any interest in platted or plattable lots that are part of the Property (the "Development Period"), Declarant shall be the Appointing Authority.

(b) Upon expiration of the Development Period, District No. 1 shall be the Appointing Authority. After becoming the Appointing Authority, District No. 1 shall have the right to assign its duties and powers as the Appointing Authority to any of the other Districts. If, after District No. 1 becomes the Appointing Authority pursuant to this Section 4.3(b), District No. 1 ceases to exist, the Appointing Authority shall be one of the other Districts, as decided between themselves.

(c) At any time, the Appointing Authority may assign and delegate any of its powers and duties under this Declaration to any District. Any such assignment and delegation shall be made by a Recorded instrument. Such assignment and delegation shall be made on such terms and conditions on which the Appointing Authority and the designated District may agree so long as such terms and conditions are consistent with Colorado law. If, at any time after the Appointing Authority makes such assignment and delegation, the Appointing Authority no longer desires to assign or delegate any of its powers and duties or the entity acting as Appointing Authority changes in accordance with Sections 4.3(b) and 11.4, such Appointing Authority may terminate any assignment or delegation to a District (and re-assign or re-delegate, if desired), in its sole discretion.

4.4 Term of Membership. Each AMC Member shall hold office from the date of his appointment until the earlier of such time as he has resigned or has been removed. For purposes of the foregoing, the Appointing Authority shall review the composition of the membership of the AMC at such times and with such frequency as deemed appropriate in the sole discretion of the Appointing Authority.

4.5 Removal. Any AMC Member appointed by the Appointing Authority may be removed, with or without cause, from the AMC at any time by the Appointing Authority.

4.6 Chairman. The Appointing Authority shall designate one of the AMC Members to be Chairman of the AMC. The Chairman of the AMC shall hold office from the date of his appointment until the earlier of such time as he has resigned or has been removed. The Appointing Authority may remove a person as Chairman of the AMC at any time with or without cause. For purposes of the foregoing, the Appointing Authority shall review such position at such times and with such frequency as deemed appropriate in the sole discretion of the Appointing Authority. The Appointing Authority also may appoint any AMC Member as acting Chairman to perform the duties of the Chairman in the absence of the Chairman.

4.7 Compensation and Out-Of-Pocket Expenses. Every AMC Member shall be entitled to reimbursement for customary and reasonable out-of-pocket expenses incurred in connection with such AMC Member's performance of his duties in his capacity as AMC Member. In addition, each AMC Member who serves on the AMC in a professional capacity (e.g., a licensed architect, practicing landscape architect or professional engineer) shall be entitled to receive compensation at reasonable rates for his or her services. Such expenses and compensation shall be reimbursed and paid by the AMC or the District from the fees collected pursuant to Section 5.4.

4.8 Voting; Quorum. At least a majority of the AMC Members must be present in person at any meeting of the AMC to constitute a quorum, but, in the absence of a quorum, a single AMC

Member may adjourn any meeting to a later time or date. The affirmative vote of the majority of a quorum shall constitute the action of the AMC on any matter.

SECTION 5
DESIGN CONTROL

5.1 Approval Required. No Development shall take place on any Lot or any portion thereof until a Site Plan, architectural renderings, landscape plans, sample materials and all other plans and specifications for such Development as required by and in a form satisfactory to the AMC (collectively, an "Application") have been approved by the AMC in writing pursuant to the Design Guidelines and this Section 5.1. For any Development for which the approval of the County is required, final approval shall not be sought from the County until such Development has been approved by the AMC pursuant to this Section 5.1.

5.2 Declarant Exempt. Notwithstanding any provisions to the contrary contained in this Declaration, this Declaration shall not apply to the activities of Declarant or the Districts.

5.3 Exemptions Granted by Declarant. Notwithstanding the other terms of this Declaration, Declarant has the full right and authority to exempt from the design review and control provisions of this Declaration any Development that has been previously reviewed and approved by Declarant pursuant to a separate contractual arrangement between Declarant and the Owner of the Lot on which such Development is to occur, and the AMC shall be bound by that approval as if it had given such approval in the first instance pursuant to the terms of this Declaration.

5.4 Schedule of Fees and Deposits. Each applicant shall be required to pay the fees and other charges imposed by the AMC for reviewing an Application. The AMC shall establish and provide to applicants from time to time a current schedule of fees and other charges for the review and processing of Applications. The failure to provide any applicant with such schedule shall not limit the obligation of the applicant to pay the fees and other charges imposed by the AMC, including fees and other charges of consultants in connection with the review and processing of such applicant's Application pursuant to this Section 5.4. As a condition precedent to the review and processing of any Application, the AMC may require from the applicant: (a) an advance deposit to be applied toward the fees and other charges reasonably estimated by the AMC to be incurred for the review and processing of such Application; and (b) a reasonable security deposit to secure performance by the applicant of the terms of this Declaration, including, without limitation, this Section 5.4 and Section 5.13. The application fees imposed by the AMC shall be sufficient to cover the reimbursement and compensation of AMC Members pursuant to Section 4.7. The AMC may delegate its rights, obligations, and duties under this Paragraph and Paragraph 5.5 to any of the Districts at any time.

5.5 Payment of District Fees. Notwithstanding any provision contained in this Declaration to the contrary, the AMC will approve no Application for Development on a Lot or any portion thereof and no applicant may commence such Development prior to such applicant paying, to the applicable District, any fees set forth in District documents which apply to the Development or any portion thereof from time to time, including without limitation, resolutions, rules and regulations adopted by the Board of Directors of the applicable District (the "District Documents").

5.6 Design Guidelines. The AMC shall adopt and promulgate rules and standards for Development that, without limitation, may establish: (a) separate design themes, standards, requirements and regulations for one or more particular areas of the Property; (b) separate lighting, signage and landscape themes, standards, requirements and regulations for one or more particular areas of the Property; (c) specific and individualized design, lighting, signage, landscaping and architectural standards for Development proposed on any Lot or any portion thereof; (d) Site Plan standards for Development proposed on any Lot or any portion thereof; (e) standards and rules governing and addressing the matters within the scope of review of the AMC pursuant to Section 5.8; (f) general construction procedures regarding construction activities on the Property; and (g) the procedures to be followed and the materials to be submitted as part of an Application in order to apply for approval from the AMC for proposed Development on any Lot or any portion thereof (the "Design Guidelines"). The Design Guidelines may comprise multiple documents that collectively are the Design Guidelines (e.g., the procedures for review of applications may be contained in a separate document and/or separate design standards may apply to different portions of the Property). The Design Guidelines may be amended from time to time by the AMC so long as they remain consistent with this Declaration. The Design Guidelines shall at all times comply with applicable zoning or other governmental regulations.

5.7 Review Process.

(a) Submission of Application. The Application shall be submitted to the AMC for review and approval or disapproval prior to the commencement of any Development. The AMC 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 Application. In reviewing each Application, the AMC 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 AMC may be based on purely aesthetic considerations, and compliance with the Design Guidelines does not guarantee approval of any Application. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as AMC Members change over time.

(b) Decisions. The AMC shall meet from time to time as necessary to perform its duties hereunder. The vote of the majority of all of the AMC Members, or the written consent of a majority of all of such AMC Members, shall constitute an act of the AMC. In the event that the AMC 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.

5.8 Review Standards. All Development on any Lot and all decisions of the AMC with respect to any Application shall comply with this Declaration and the Design Guidelines.

5.9 Scope of Review. The following aspects of any Development proposed to be undertaken on a Lot shall be within the scope of review of the AMC: All aspects of the proposed

Development relating to: (i) size, including height of Buildings and other structures; (ii) bulk; (iii) fenestration and articulation of exterior facades; (iv) the type, style, size, configuration and power of exterior lighting fixtures; (v) means of ingress and egress and vehicular access to and between Lots and/or within a Lot; (vi) curb cuts; (vii) traffic patterns; (viii) drives and drive lanes; (ix) the color, quality, type and texture of exterior construction materials; (x) location, orientation and configuration of any Buildings and other structures on a Lot; (xi) compatibility and harmony with the topographical features of the surrounding land; (xii) compatibility and harmony with the architectural features of surrounding Buildings; (xiii) consistency with the general design theme, if any, of the applicable area of the Property; (xiv) consistency with other Development on the same Lot; (xv) site development and site preparation; (xvi) location of parking; (xvii) landscaping (including location of plant materials); (xviii) use of passive solar design; (xix) protection of view sheds; (xx) availability of snow storage; (xxi) provisions for storm water drainage and retention and the prevention of erosion; (xxii) plant material selection; (xxiii) irrigation; (xxiv) mechanical trash dumpster and service area screening; (xxv) handicapped considerations, including compliance with the Americans with Disabilities Act; (xxvi) signage; (xxvii) exterior furnishings; and (xxviii) irrigation systems.

5.10 Variances; Exclusion from Scope of Review; Subsidiary Committees.

(a) Alterations or modifications that are completely within a Building and that do not change the exterior appearance of such Building are not within the AMC's scope of review and may be undertaken without AMC approval.

(b) The AMC, in its sole discretion, may: (a) permit variances from the substantive or procedural provisions of the Design Guidelines with respect to any Application; and (b) exempt any Lot from the requirements of the Design Guidelines.

5.11 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or for any work done or proposed 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.

5.12 Estoppel Certificates. The AMC shall, upon the reasonable request of any interested party and after confirming any necessary facts and receipt of any reasonable fee imposed by the AMC, furnish a certificate with respect to the approval or disapproval of any Application for Development on a Lot or any portion thereof or the status thereof. Such certificate shall address whether a given Application was approved, approved with conditions, denied or is still pending. Any person or entity, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

5.13 Construction Activity Mitigation. In addition to any other conditions or limitations the AMC may impose, the AMC may require that during any construction period all construction activity shall comply with the AMC's reasonable requirements (which may be contained in the Design Guidelines and/or imposed on a site-specific basis to address special circumstances) as to: (a) dust control; (b) screening of construction activity and storage areas, including temporary waste disposal areas; (c) construction traffic patterns; (d) keeping adjacent drive lanes, roadways

and property free of dirt and other construction debris; (e) maintaining access to and from adjoining portions of the Property; (f) maintenance; (g) noise; (h) any hazardous materials transportation, handling or disposal; and (i) placement and maintenance of temporary construction trailers; provided, however, that nothing herein shall deny to any Owner the right to use such Owner's Lot for the temporary storage of construction equipment and materials during the continuance of construction activity, subject to the reasonable requirements established by the AMC pursuant to this Section 5.13.

5.14 Monitoring. The AMC or its designated representative may monitor and conduct on-site inspections of any Development on a Lot to the extent required to determine that the Development thereon complies with this Declaration, the Design Guidelines and any applicable approvals, conditions or construction procedures issued, imposed or prescribed by the AMC. The AMC or its designated representatives may enter upon any Lot at any reasonable time, for the purpose of observing the progress, status or completion of any Development.

5.15 Liability. Declarant, the Districts and the AMC, and their respective successors, assigns, officers, directors, members, partners, employees, agents and consultants, shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under this Declaration, nor for any defects in construction pursuant to such plans or specifications. Approval of plans and specifications under this Declaration shall not constitute any representation by Declarant, the Districts or the AMC, or their respective successors, assigns, officers, directors, members, partners, employees or consultants, that such plans or specifications are in compliance with applicable governmental regulations and other codes and shall not relieve any Owner or any applicant of its obligation to comply with applicable laws, regulations and codes. In addition, Declarant, the Districts and the AMC, and their respective successors and assigns, shall not be liable in damages to anyone applying for Development approval, or to any Owner or any applicant affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, approval with conditions, or failure to approve any plans or specifications for such Development.

5.16 Indemnification. The Appointing Authority shall indemnify each individual who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Appointing Authority), by reason of the fact that such individual is or was an AMC Member or an officer, agent or employee of or consultant to the AMC, against costs, claims, liabilities, expenses (including expert witness and attorneys' fees), judgments, fines and amounts paid in settlement which are or have been actually and reasonably incurred by such individual in connection with such threatened, pending or completed action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interest of the AMC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which such individual reasonably believed to be in the best interest of the AMC, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

SECTION 6
USE RESTRICTIONS AND MAINTENANCE

6.1 Unsightly 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 AMC, 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 AMC if, in the judgment of the AMC, 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 is 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 its Permittees shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in or on 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.

6.2 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, quiet, safety, comfort or serenity of the Owners of other Lots or such Owners' Permittees. 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 such Owner's Permittees' ingress and egress to and from a Lot.

6.3 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.

6.4 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 AMC 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 or within a fenced-in area while on the Property outside a Residence, except for in any areas that may be designated from time to time by the AMC as off-leash areas.

6.5 Prohibited Vehicles. Except as otherwise set forth in the Rules, 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 within 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 6.5, 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 AMC. 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 6.5 or any Rules may be towed at the direction of the AMC and at the expense of the Owner of the affected Lot or the owner of the vehicle. The AMC may adopt Rules pertaining to vehicles and parking within the Property from time to time not inconsistent with this Declaration.

6.6 Irrigation. Except as approved and provided by the AMC, 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 and the Districts shall have the right to draw water from such sources. Except as approved and provided by the AMC, all sprinkler and irrigation systems serving the Lots shall draw upon public water supplies only and shall be subject to approval in accordance with Section 5. 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.

6.7 Grading, Drainage and Septic Systems. No person shall alter the grading of any Lot without prior approval pursuant to Section 5. 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 or the Districts 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.

6.8 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.

6.9 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, parking lots or on driveways approved by the AMC; provided that Declarant, the Districts, and any Builder shall be permitted to operate motor vehicles on the Property in connection with their respective activities under this Declaration.

6.10 Laws and Ordinances. Every Owner and its Permittees shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the

Property. Any violation of such laws, statutes, ordinances and rules may be considered a violation of this Declaration. However, no party shall have an obligation to take action to enforce such laws, statutes, ordinances and rules.

6.11 Permittees Bound. All provisions of this Declaration, the Design Guidelines and the Rules shall also apply to all Permittees. Every Owner shall cause all its Permittees to comply with this Declaration, the Design Guidelines and the Rules.

6.12 Exceptions for Construction. During the course of actual construction of improvements, the use restrictions in this Section 6 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.

6.13 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or any Builder or their 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.

6.14 Rules. In addition to the restrictions, conditions and covenants in this Section 6 concerning the use of the Property, the AMC from time to time may promulgate and amend reasonable Rules not in conflict with this Declaration or the Design Guidelines. Prior to the adoption or amendment of any Rule, the AMC must notify each Owner about the proposed Rule or amendment to a Rule (whether in writing, via e-mail or on a website) and the Owners must be allowed a reasonable opportunity to be heard at the AMC meeting regarding such proposed new or amended Rule.

6.15 Maintenance. Each Owner shall maintain such Owner's Lot and the improvements thereon, including, without limitation, fencing and landscaping, in a clean, safe, attractive and orderly manner and shall perform all necessary repairs of such Lot and improvements, unless such maintenance responsibility is otherwise assumed by a District, an association or similar body pursuant to the terms of the District Documents or another instrument or declaration that burdens the Property or any portion thereof. 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 a District, an association or similar body pursuant to the terms of the District Documents or another instrument or declaration that burdens the Property or any portion thereof.

6.16 Insurance, Damages and Takings. Insurance coverage on each Lot and the improvements thereon, including, but not limited to flood insurance, and the furnishings and other items of personal property belonging to an Owner, and public liability insurance coverage on each Lot, shall be the responsibility of the Owner of such Lot. Each Owner covenants and agrees that in the event of damage or destruction to structures on or comprising its 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 Section 5;

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. In the event of a taking by eminent domain or conveyance in lieu thereof (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 detract from the general character or appearance of the Property. Any such restoration must be completed in accordance with Section 5.

6.17 Inspection and Maintenance of Vapor Barriers. District No. 1 shall be responsible for inspecting and maintaining the passive vapor mitigation systems installed on all Lots in accordance with one or more certain Notification, Release and Declaration of Use Restrictions heretofore or hereafter recorded by Declarant against the Property or any portion thereof (the "Notifications"). District No. 1 shall have the right to enter upon each Lot from time to time to inspect any Improvements constructed thereon to perform its obligations under this Section 6.17. Each Owner shall notify District No. 1 of any malfunction or blockage of a vapor mitigation system and District No. 1 shall be responsible for remedying the same in accordance with the requirements set forth in the Notifications. District No. 1 shall have the right to charge a fee to each Lot for the Lot's respective costs and expenses related to District No. 1's obligations under this Section 6.17 and may enforce its rights under this Section 6.17 as set forth in the District Documents. District No. 1 may delegate its responsibilities under this Section 6.17 to any of the other Districts, upon District No. 1's dissolution or if otherwise deemed appropriate by District No. 1.

6.18 Residential and Business Uses.

(a) Residential Use. Except as set forth in this Section 6.18, each Lot shall be used only for residential and related purposes consistent with this Declaration.

(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 occupants of the Property; and (iv) the business activity is consistent with the residential character of the Lots and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other occupants of the Property, as may be determined in the sole discretion of the AMC. Notwithstanding any provision of this Section 6.18(b) to the contrary, a day care business may be conducted on a Lot with the written consent of the AMC and pursuant to the Rules as may be promulgated by the AMC 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 6.18. This Section 6.18 shall not apply to any activity conducted by Declarant or a Builder with respect to the development or sale of the Property, or to any activity conducted by Declarant, a Builder or the AMC that relates to the performance of their respective rights or obligations under this Declaration or otherwise benefits the Owners.

6.19 Leasing of Lots. “Leasing,” for purposes of this Declaration, is defined as regular occupancy of all or a portion 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 this Declaration, the Design Guidelines and any Rules, and (iii) be effective for a term of no less than six months. Any failure of a tenant to comply therewith shall be a default under the lease. The Owner shall be liable for any violation of this Declaration, the Design Guidelines and any Rules committed by such Owner’s tenant, without prejudice to such Owner’s right to collect any sums paid by Owner for the tenant. The Owner must make available to the tenant copies of this Declaration, the Design Guidelines and any Rules.

6.20 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.

6.21 Garages and 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 AMC 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. Parking in alleyway drive lanes is prohibited.

6.22 Fencing. Declarant, Builders and/or the Districts may construct entryways, fences, fence pillars or walls on those portions of the Property owned by Declarant, Builders and/or the Districts. No other Owner of a Lot may construct, modify, replace, paint or obstruct any fence, fence pillars or walls except in accordance with Section 5. 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 Section 5.

6.23 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 AMC, 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 AMC may adopt Design Guidelines to regulate landscaping permitted and required on the 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 AMC and/or the Districts, 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 AMC and/or the Districts, as applicable, for the cost thereof, or (iii) both of the foregoing. 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.

6.24 Prohibited Conditions on Lots.

(a) Antennas. No exterior antennas of any kind, including, without limitation, satellite dishes, shall be permitted except with the approval of the AMC, 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 Section 5.

(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 AMC, 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 AMC 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 AMC.

(g) Signs. No sign of any kind, including, without limitation, banners or similar items advertising or providing directional information, shall be erected on a Lot without the written consent of the AMC, except entry, directional and sales signs installed by Declarant or Builders 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 the AMC may adopt reasonable Rules that permit flags and political signs or may grant a variance to this prohibition and restrict the size, color, lettering, placement and length of time for display of such flags or signs.

(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) Clotheslines. No service areas and facilities for hanging, drying or airing clothing or fabrics shall be allowed except as provided in the Rules.

(k) 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 Lots shall be subject to approval by the AMC in accordance with Section 5. No wood-burning fires shall be intentionally caused or created outside of a Residence located on any Lot.

(l) Barns, Storage Sheds, Tents, Mobile Homes and Temporary Structures. Except as allowed by the Design Guidelines and approved by the AMC, 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. Notwithstanding the foregoing to the contrary, this prohibition shall not apply to restrict the construction or installation of temporary construction or sales trailers or similar temporary structures used in connection with development and sale of the Property.

(m) 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 6.21). This prohibition shall not be interpreted to apply to normal and customary patio furniture and barbecue grills.

SECTION 7
EASEMENTS

7.1 Perpetual Easement. 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 of the Property, including, without limitation, any access easements of Record, for the purpose of Owner or its Permittees gaining pedestrian or vehicular access, as applicable, between the public streets and sidewalks adjoining the Property and such Owner's Lot. The easement granted by this Section 7.1 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; and

(b) The right of the AMC to adopt Rules regulating the use and enjoyment of the Property in a manner consistent with their intended purpose.

7.2 Easements Benefiting the AMC and the Districts. Declarant hereby establishes and grants to the AMC and the Districts a nonexclusive perpetual easement over each Lot and other portions of the Property (but excluding in any case the interior of improvements) for the purpose of: (i) permitting the AMC and the Districts reasonable and necessary access to any of the Property for the purpose of maintaining, repairing, replacing and improving any such Property and the improvements thereon, in accordance with the provisions of this Declaration; (ii) installing, maintaining, repairing, replacing and improving landscaping, fencing, monumentation, signage, sidewalks, irrigation and water distribution systems, and utilities servicing any Lot, in accordance with the provisions of this Declaration; and (iii) for the purposes set forth in Section 6.17 of this Declaration. The easements granted pursuant to this Section 7.2 shall be subject to this Declaration and any other applicable covenants, and any other easements, rights-of-way or other title matters Recorded against the Property.

7.3 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 any portion thereof, any portion of any Lot now or hereafter encroaches upon any other Lot, 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 encroached upon and benefit the encroaching Lot. 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 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.

7.4 Easements Benefiting Declarant. Declarant hereby reserves for itself and its successors, assigns and designees, such easements over and across the Property, which easements will exist

for the duration of the Development Period, as may be reasonably necessary for Declarant's exercise of any Development 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.

7.5 Easement for Utilities. Declarant reserves for itself and its successors, assigns and designees (including, without limitation and if so designated, the AMC and the Districts and their successors, assigns and designees), nonexclusive perpetual 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 Districts, respectively, own. The designees of Declarant, the AMC and the Districts 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 7.5 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 7.5 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 any Residence, nor shall it unreasonably interfere with the use of any Lot.

7.6 Right of Entry. Declarant reserves for itself, its successors and assigns, the AMC and the Districts 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 Design Guidelines and the Rules; and (c) to remove nonconforming improvements as provided for in Section 9.1. Such right may be exercised by Declarant, the officers, agents, employees and managers of the AMC or the Districts, 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 AMC and the Districts 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 AMC, but shall not authorize entry into any Residence without permission of the occupant, except by emergency personnel acting in their official capacities.

7.7 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 AMC and the Districts 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 Property: (a) to provide water for the irrigation of any of the 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 there from. Such easement shall include an access easement over and across the Property, to the extent reasonably necessary to exercise rights granted under this Section 7.7, 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.

7.8 Additional Easements.

(a) Declarant's Right to Grant Easements. Declarant hereby reserves the nonexclusive 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; 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 additional property that is made subject to this Declaration to additional covenants and easements. Such covenants and easements pertaining to additional property 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) Districts' Right to Grant Easements. Notwithstanding anything to the contrary in this Declaration, the Districts may grant easements over the Property owned in fee simple by the Districts for installation and maintenance of utilities, drainage, facilities and roads and for other purposes not inconsistent with the intended use of the Property.

7.9 Easements Run with Land. Except as otherwise provided in this Section 7, all easements established and granted pursuant to this Section 7 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 AMC, the Districts, Owners, Permittees and any other persons having any interest in the Property or any part thereof. The Lots will be conveyed and encumbered subject to all easements set forth in this Section 7, whether or not specifically mentioned in such conveyance or encumbrance.

SECTION 8 DEVELOPMENT OF THE PROPERTY

8.1 Development Rights. Declarant hereby reserves the following rights (the "Development Rights") for the duration of the Development Period:

(a) Withdrawal of Property. 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 8.1(b). Declarant shall effect each such withdrawal by Recording a Supplemental Declaration. Any Supplemental Declaration used to effectuate a withdrawal pursuant to this Section 8.1(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.

(b) Annexation of Other Property. Declarant reserves the right, but has no obligation, to annex from time to time additional property 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 that states: (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 property being annexed; and (iii) an adequate legal description of the property being annexed.

(c) 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 8.3.

(d) 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.

(e) Models and Offices. Declarant reserves the right, for itself and Builders, to maintain "Sales 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 (e), "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.

(f) Other Covenants and Subsidiary Declarations. Declarant reserves the right to review any declaration of covenants, conditions and restrictions, declaration of condominium or similar instrument affecting more than two lots on any portion of the Property, and no such instrument may be Recorded affecting any portion of the Property without Declarant's written, Recorded consent as to the form and content of such an

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 such instrument shall: (a) expressly refer to this Declaration by its name and Recording information; (b) provide that each "unit" created by or subject to such Subsidiary Declaration is also subject to the terms and provisions of this Declaration; and (c) provide that Declarant, the Appointing Authority, the AMC and the Districts shall have all the powers set forth for it in this Declaration and shall be permitted to exercise those powers with respect to the portion of the Property subject to such instrument.

8.2 Exercise of Development Rights. Declarant may, but shall not be obligated to, exercise any or all of the Development Rights with respect to any portion of the Property, 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 shall not require that such Development Rights be exercised with respect to any other portion of the Property. 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.

8.3 Governmental Interests. During the Development Period, Declarant may designate and dedicate sites within the Property owned by Declarant for fire, police and utility facilities, public schools and parks, and other public or quasi-public facilities. Such a site may also include other portions of the Property not owned by Declarant provided the Owner of such portion of Property consents.

8.4 Secured Entrance. In the event that Declarant, the AMC or any of the Districts 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, the AMC or any of the Districts to guarantee the safety and security of Owners and their Permittees or the security of the property of such persons. Declarant, the AMC and the Districts 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.

8.5 Transfer of Development Rights. Declarant may transfer any or all of the Development Rights in accordance with Section 11.4.

SECTION 9 **ENFORCEMENT**

9.1 Remedies.

(a) The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of all real property within the Property. These conditions, covenants, restrictions and reservations may be enforced, as provided herein, by the AMC, the Appointing Authority or any of the Districts. Violation of any condition, covenant, restriction or reservation herein contained (a) shall give to the AMC, the

Appointing Authority or any of the Districts the right (i) to bring proceedings at law or in equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions and reservations, (ii) to enjoin them from so doing, (iii) to cause any such violation to be remedied, or (iv) to recover damages resulting from such violation, and (b) shall give to the AMC, the Appointing Authority or any of the Districts the power to impose fines and monetary penalties, in such amounts as are reasonably determined by the AMC, the Appointing Authority or any of the Districts against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions and reservations. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to the AMC, the Appointing Authority or any of the Districts the right to enter upon the real property on which the violation is occurring and abate, remove, modify or replace at the expense of the Owner thereof any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. Every act, omission to act, or condition that violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available at law or in equity for the abatement of public or private nuisances shall be available to the AMC, the Appointing Authority or any of the Districts. Similarly, any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any real property within the Property is hereby declared to be a violation of this Declaration and is subject to all of the enforcement procedures set forth herein. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin a violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The failure of any party with enforcement rights hereunder to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and the AMC, the Appointing Authority or any of the Districts, shall not be liable therefor. In addition to the foregoing, in the event of any violation of this Declaration, the AMC, the Appointing Authority or any of the Districts shall have the right to all remedies at law or in equity.

(b) By taking title to a Lot, each Owner hereby grants to the AMC, the Appointing Authority and the Districts a lien against its Lot to secure the timely payment of any costs incurred in the enforcement of this Declaration, including, without limitation, fines, monetary penalties or expenses resulting from the AMC, the Appointing Authority or the Districts remedying of a violation of the Declaration from time to time (the "Lien"). Upon the occurrence of any Owner's delinquency in the payment of any costs incurred in the enforcement of this Declaration, the AMC, the Appointing Authority or the Districts, as applicable, may proceed to enforce its lien rights to recover the delinquency by a foreclosure of the Lien. The Lien will be enforceable against the Lot only by judicial foreclosure in the same manner as a real property mortgage is foreclosed under the prevailing laws of the State of Colorado. In addition to securing payment of the delinquency, the Lien will also secure the late fees established under the foregoing provisions or the Rules or Design Guidelines, and all costs and expenses, including attorneys' fees, incurred by the AMC, the Appointing Authority or the Districts, as applicable, in confirming, exercising or foreclosing upon the Lien or in otherwise attempting to enforce the delinquent payment obligation, and all such enforcement and collection costs will be due and owing from the Owner upon demand. The Lien will survive and will not be extinguished by any

foreclosure, cure or redemption in connection with any one payment delinquency. Any further delinquencies (and any late fees and collection and enforcement costs attributable thereto) which become delinquent after the commencement and prior to the completion of any foreclosure of the Lien (and the expiration of any redemption period in favor of the Owner) will become part of the payment delinquency foreclosed upon and added to the indebtedness necessary to redeem. The AMC, the Appointing Authority and the Districts may be the purchaser at any foreclosure, and, for bidding purposes, will be entitled to a credit in the amount of the obligations secured from time to time by the Lien. In order to evidence and confirm the Lien upon the occurrence of a delinquency in payment, the AMC, the Appointing Authority or the Districts, as applicable, may, but are not required to, prepare a written notice setting forth the amount of the pertinent delinquency (including any accrual of late fees and collection and enforcement costs incurred in connection therewith), the name of the Owner, the legal description of the Lot, and such other information concerning the Lien and the delinquency as the AMC, the Appointing Authority or the Districts, as applicable, may consider appropriate, which notice may then be recorded in the Records. The right to exercise and enforce the Lien is a non-exclusive remedy. The AMC, the Appointing Authority or the Districts may maintain a suit to recover any delinquencies in payments, together with the related late fees and enforcement and collection costs, without first foreclosing upon the Lien, as well as exercise any other remedies provided for in this Declaration. The undertaking of any such collection action will not constitute any election of remedies or waiver by the AMC, the Appointing Authority or the Districts that bars enforcement of the Lien, and the AMC, the Appointing Authority or the Districts retain all rights to enforce the Lien for the same or other delinquencies.

9.2 Completion of Work. Unless otherwise specified in writing by the AMC, any approval granted under this Declaration 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 Owner fails to commence and diligently pursue to completion all approved work, the AMC shall be authorized to enter upon the Lot and remove or complete any incomplete work and to charge all costs incurred to the Lot and the Owner thereof.

9.3 Owner Enforcement. In the event of any violation of any condition, covenant, restriction or reservation in Section 6 or Section 7 of this Declaration, any Owner may bring proceedings at law or in equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, (a) to enjoin them from so doing, (b) to cause any such violation to be remedied, or (c) to recover damages resulting from such violation. Nothing in this Declaration, including this Section 9.3, shall be deemed to give any Owner the right to participate in the design review and control process for any Development on any portion of the Property not owned by such Owner, and, if the AMC has approved a particular Development, no Owner has standing to enforce Section 5 of this Declaration or the Design Guidelines against any portion of the Property or to argue that a particular Development does not comply with the Design Guidelines.

9.4 Exclusion from Property. Any Permittee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded from the Property.

9.5 No Liability. Declarant, the Districts and the AMC shall not be held liable to any Owner or any other person for exercising the rights granted by this Section 9.

SECTION 10
DISCLOSURES

10.1 ENVIRONMENTAL DISCLAIMER AND WAIVER. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS AS TO THE ENVIRONMENTAL CONDITION OF THE LOTS. EACH OWNER, BY TAKING TITLE TO A LOT, ACKNOWLEDGES THAT ADJACENT TO THE PROPERTY THERE FORMERLY WAS AN INDUSTRIAL ENTERPRISE KNOWN AS THE HAMILTON SUNDSTRAND PLANT FACILITY. DECLARANT CURRENTLY DOES NOT AND AT NO TIME DID OWN SUCH ADJACENT PROPERTY, MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ENVIRONMENTAL STATUS OF SUCH ADJACENT PROPERTY AND HAS NO CONTROL OVER ANY POTENTIALLY HAZARDOUS MATERIALS PRESENT ON OR EMANATING FROM SUCH ADJACENT PROPERTY. EACH OWNER, BY TAKING TITLE TO A LOT, ACCEPTS SUCH DISCLAIMER, AND AGREES THAT DECLARANT AND ITS AFFILIATES SHALL NOT HAVE ANY OBLIGATION OR LIABILITY FOR, AND WAIVES ANY CLAIM AGAINST DECLARANT OR ITS AFFILIATES, AND THEIR CONTRACTORS OR AGENTS, RELATED TO ANY OCCURRENCES OF ENVIRONMENTAL CONTAMINATION ON THE PROPERTY, INCLUDING ANY LIABILITY OR LOSS ARISING FROM ANY PERSONAL INJURY, PROPERTY DAMAGE OR LOSSES OR DEATH ARISING FROM OR ASSOCIATED WITH ANY OCCURRENCE OR PRESENCE OF ENVIRONMENTAL CONTAMINATION ON THE PROPERTY, FROM WHATEVER SOURCE, WHETHER AND WHENEVER KNOWN OR UNKNOWN, OR SUSPECTED OR UNSUSPECTED.

SECTION 11
AMENDMENT AND ASSIGNMENT

11.1 Amendment of Declaration by Declarant. During the Development Period, Declarant may, without the consent of any other Owner (except as expressly provided below), amend this Declaration to: (a) correct any clerical or typographical errors; and (b) make any other changes to the terms of this Declaration that do not materially increase the burdens or restrictions placed on the Property pursuant to this Declaration.

11.2 Amendment of Declaration by Owners. This Declaration may be amended at any time with the consent of the Owners owning portions of the Property which have a combined assessed value of at least 67% of the combined assessed value for all of the Property. Notwithstanding the foregoing, during the Development Period, any such amendment shall also require the written consent of Declarant.

11.3 Effectiveness of Amendment. Any amendment to this Declaration shall be effective upon the Recording of an instrument, executed by the Chairman of the AMC setting forth the amendment in full and certifying that the amendment has been approved pursuant to Section 11.1 or Section 11.2, as applicable.

11.4 Assignment of Declarant's Rights and Duties. The rights, powers and reservations of Declarant contained herein may be assigned in writing by Declarant to any purchaser of all or substantially all of the portions of the Property owned by Declarant at the time of such purchase pursuant to such terms and conditions on which Declarant and the purchaser may agree. Any such purchaser, after consenting in writing to such assignment, shall succeed to the rights, powers and reservations of Declarant contained herein. Upon such assignment, Declarant shall be relieved of such rights, powers and reservations, and the liabilities, obligations and duties occurring after such assignment with respect thereto. Any such assignment shall be made by a Recorded instrument. If at any time (a) Declarant ceases to exist or ceases to own an interest in the Property, and (b) Declarant has not made an assignment pursuant to this Section 11.4 or has not made an assignment of all of its rights and duties as the Appointing Authority as set forth in Section 4.3(b), the successor or assign to all or substantially all of the portions of the Property owned by Declarant at such time shall succeed to the rights, powers and reservations of Declarant contained herein.

SECTION 12 **MISCELLANEOUS**

12.1 Term. All provisions of this Declaration shall continue in effect in perpetuity unless this Declaration is terminated with the consent of the Owners owning portions of the Property which have a combined assessed value of at least 67% of the combined assessed value for all of the Property. Notwithstanding the foregoing, during the Development Period, any such termination shall also require the written consent of Declarant. The termination of this Declaration shall be effective upon the Recording of a certificate, executed by the Chairman of the AMC declaring that this Declaration has been terminated as provided herein, and if applicable, approved by Declarant as provided herein.

12.2 Use of the Name "Midtown at Clear Creek". During the Development Period, no person shall use the name "Midtown at Clear Creek" or any derivative in any printed or promotional material without Declarant's prior written consent.

12.3 Notices. Any notices required or permitted hereunder or under the Design Guidelines or the Rules to be given to any Owner, the Appointing Authority, the AMC or the Districts 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 Appointing Authority, the AMC or the Districts, the address of their 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 AMC in accordance with this Section 12.3. The Appointing Authority, the AMC or the Districts may change its address for purposes of notice by notice to all Owners in accordance with this Section 12.3. Any such change of address will be effective five days after giving of the required notice.

12.4 Declarant Liability. 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.

12.5 Interpretation. The provisions of this Declaration shall be construed as a whole to effectuate the purpose of this Declaration. With respect to matters addressed by more than one restriction, the more restrictive shall be interpreted to override the less restrictive.

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

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

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

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

[Signature Page Follows This Page.]

CONSENT OF DISTRICT NO. 1

District No. 1 hereby consents to this Declaration.

DISTRICT NO. 1:

Clear Creek Station Metropolitan District No. 1

By: *Daniel K*
Name: Daniel K Romero
Title: Asst. Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing CONSENT TO DECLARATION OF EASEMENTS AND MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS FOR MIDTOWN of District No. 1, was acknowledged before me this 25th day of June, 2013 by DANIEL K ROMERO as Asst. Secretary of CLEAR CREEK STATION METRO DISTRICT No. 1

Witness my hand and official seal.

My commission expires: 4-30-2014
CAROLE DODERO
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4-30-2014

Carole Dodero
Notary Public

CONSENT OF MIDTOWN RESIDENTIAL

As Owner of a portion of the Property, Midtown Residential hereby consents to this Declaration.

Midtown Residential LLC, a Colorado limited liability company

By: *[Signature]*

Name: THOMAS CROMBIE

Title: V.P.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing CONSENT TO DECLARATION OF EASEMENTS AND MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS, FOR MIDTOWN, was acknowledged before me this 25th day of June, 2013 by THOMAS P. CROMBIE as PRESIDENT of Midtown Residential 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

Carole Dodero
Notary Public

CONSENT OF WEEKLEY

As Owner of a portion of the Property, Weekley hereby consents to this Declaration.

Weekley Homes, LLC, a Delaware limited liability company d/b/a David Weekley Homes

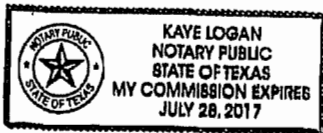
By: *[Signature]*
Name: John Burchfield
 General Counsel
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing DECLARATION OF EASEMENTS AND MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS FOR MIDTOWN, was acknowledged before me this 26 day of June, 2013 by John Burchfield as Gen. Counsel of Weekley Homes, LLC, a Delaware limited liability company d/b/a David Weekley Homes.

Witness my hand and official seal.

My commission expires: 7-28-2017



[Signature]
Notary Public

EXHIBIT A
Legal Description of the Property

**CLEAR CREEK METROPOLITAN DISTRICT NO. 2
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4 AND THE EAST HALF OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89°43'26" EAST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 00°00'15" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 763.93 FEET;

THENCE DEPARTING SAID LINE, NORTH 89°59'45" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH PECOS STREET AND THE **POINT OF BEGINNING**.

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°00'15" WEST A DISTANCE OF 419.08 FEET;
- 2) NORTH 89°55'26" WEST A DISTANCE OF 10.00 FEET;
- 3) SOUTH 00°00'15" WEST A DISTANCE OF 141.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, ALONG SAID SOUTH LINE, NORTH 89°55'26" WEST A DISTANCE OF 2614.37 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE DEPARTING SAID SOUTH LINE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, SOUTH 00°26'28" WEST A DISTANCE OF 112.05 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF C & S RAILROAD AND BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 6551.57 FEET AND A RADIAL BEARING OF SOUTH 39°31'32" WEST.

THENCE DEPARTING SAID EAST LINE, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSE:

- 1) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°05'10" AN ARC LENGTH OF 810.27 FEET;
- 2) TANGENT TO SAID CURVE NORTH 57°33'37" WEST A DISTANCE OF 404.92 FEET;
- 3) NORTH 32°26'23" EAST A DISTANCE OF 50.00 FEET;
- 4) NORTH 57°33'37" WEST A DISTANCE OF 177.22 FEET;

THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, ALONG THE WESTERLY NORTHERLY AND EASTERLY BOUNDARY OF LOT 1, BLOCK 1, SUNDSTRAND SUBDIVISION AS RECORDED UNDER RECEPTION NO. A026680 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 00°34'23" EAST A DISTANCE OF 1349.53 FEET;
- 2) SOUTH 83°07'30" EAST A DISTANCE OF 234.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1063.39 FEET;
- 3) THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°36'46" AN ARC LENGTH OF 215.53 FEET;
- 4) TANGENT TO SAID CURVE NORTH 85°15'44" EAST A DISTANCE OF 463.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 161.01 FEET;
- 5) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 95°20'44" AN ARC LENGTH OF 267.94 FEET;
- 6) TANGENT TO SAID CURVE SOUTH 00°36'27" WEST, A DISTANCE OF 577.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5;

THENCE DEPARTING SAID EASTERLY BOUNDARY OF LOT 1, ALONG SAID SOUTH LINE, NORTH 89°32'02" EAST, A DISTANCE OF 40.01 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE DEPARTING SAID SOUTH LINE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SOUTH 89°43'26" EAST A DISTANCE OF 1627.44 FEET;

THENCE DEPARTING SAID NORTH LINE, ALONG THE WESTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF WEST 68TH AVENUE THE FOLLOWING SEVEN (7) COURSES:

- 1) SOUTH 00°16'34" WEST, A DISTANCE OF 26.00 FEET;
- 2) SOUTH 89°43'26" EAST, A DISTANCE OF 96.66 FEET;
- 3) SOUTH 85°54'35" EAST, A DISTANCE OF 135.30 FEET;
- 4) SOUTH 89°43'26" EAST, A DISTANCE OF 324.14 FEET;
- 5) SOUTH 44°43'26" EAST, A DISTANCE OF 4.85 FEET;
- 6) SOUTH 00°16'34" WEST, A DISTANCE OF 1.57 FEET;
- 7) SOUTH 89°43'26" EAST, A DISTANCE OF 57.00 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°16'34" WEST, A DISTANCE OF 726.14 FEET;

THENCE SOUTH 89°43'26" EAST, A DISTANCE OF 24.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 117.51 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°17'19" AN ARC LENGTH OF 29.31 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 75°36'43" EAST A DISTANCE OF 14.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 202.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°40'25" AN ARC LENGTH OF 51.86 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 89°43'26" EAST A DISTANCE OF 29.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 406.81 FEET, AND A RADIAL BEARING OF SOUTH 00°39'27" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°03'40"
AN ARC LENGTH OF 28.84 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 23°47'42" EAST, A DISTANCE OF 19.07
FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING
A RADIUS OF 5.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
58°43'59" AN ARC LENGTH OF 5.13 FEET TO THE BEGINNING OF A REVERSE CURVE
CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 323.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
02°48'15" AN ARC LENGTH OF 15.83 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 79°43'26" EAST A DISTANCE OF 28.13 FEET
TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS
OF 276.50 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°00'01"
AN ARC LENGTH OF 48.26 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 89°43'26" EAST, A DISTANCE OF 50.83 FEET
TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A
RADIUS OF 5.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
45°08'10" AN ARC LENGTH OF 3.94 FEET;

THENCE TANGENT TO SAID CURVE NORTH 45°08'25" EAST, A DISTANCE OF 27.53 FEET
TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 117.766 ACRES, (5,129,897 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST
QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH
PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 4, WHENCE THE
WEST QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89°43'26" EAST, ALL
BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE SOUTH 69°16'24" EAST A DISTANCE OF 85.53 FEET TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY LINE OF WEST 68TH AVENUE AND THE POINT OF
BEGINNING.

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°48'22" EAST A DISTANCE OF 1786.53 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 38°21'44" EAST A DISTANCE OF 207.66 FEET;

THENCE SOUTH 51°23'38" EAST A DISTANCE OF 238.47 FEET;

THENCE SOUTH 76°03'23" EAST A DISTANCE OF 308.71 FEET;

THENCE SOUTH 13°10'46" WEST A DISTANCE OF 28.49 FEET;

THENCE SOUTH 48°37'44" WEST A DISTANCE OF 149.90 FEET;

THENCE SOUTH 79°10'50" WEST A DISTANCE OF 189.21 FEET;

THENCE SOUTH 58°45'47" WEST A DISTANCE OF 380.95 FEET;

THENCE SOUTH 54°30'38" WEST A DISTANCE OF 236.73 FEET;

THENCE SOUTH 27°17'34" WEST A DISTANCE OF 306.57 FEET;

THENCE SOUTH 39°37'21" WEST A DISTANCE OF 63.17 FEET;

THENCE NORTH 89°54'57" WEST A DISTANCE OF 153.44 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID EAST LINE, SOUTH 00°05'55" EAST A DISTANCE OF 52.24 TO A POINT 33.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE DEPARTING SAID EAST LINE, N 89°57'38" W, PARALLEL WITH AND 33.00 FEET DISTANT NORTH, BY PERPENDICULAR MEASURE, OF THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1273.94 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH PECOS STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 00°00'15" EAST, A DISTANCE OF 1231.71 FEET;
- 2) NORTH 45°05'57" EAST, A DISTANCE OF 42.36 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 53.779 ACRES, (2,342,601 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 4, WHENCE THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 4 BEARS SOUTH 89°57'38" EAST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, SOUTH 89°57'38" EAST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°57'38" EAST, A DISTANCE OF 621.85 FEET;

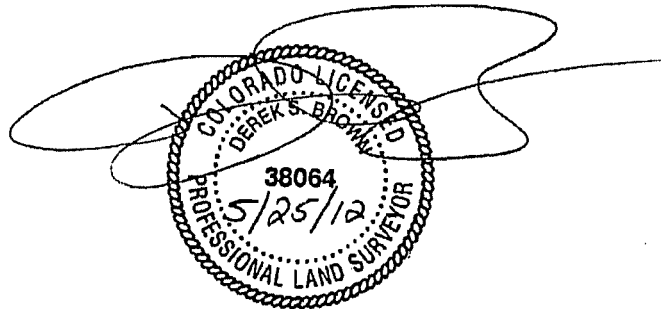
THENCE DEPARTING SAID NORTH LINE, SOUTH 00°00'15" WEST, A DISTANCE OF 315.55 FEET;

THENCE NORTH 89°57'38" WEST, A DISTANCE OF 621.85 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET;

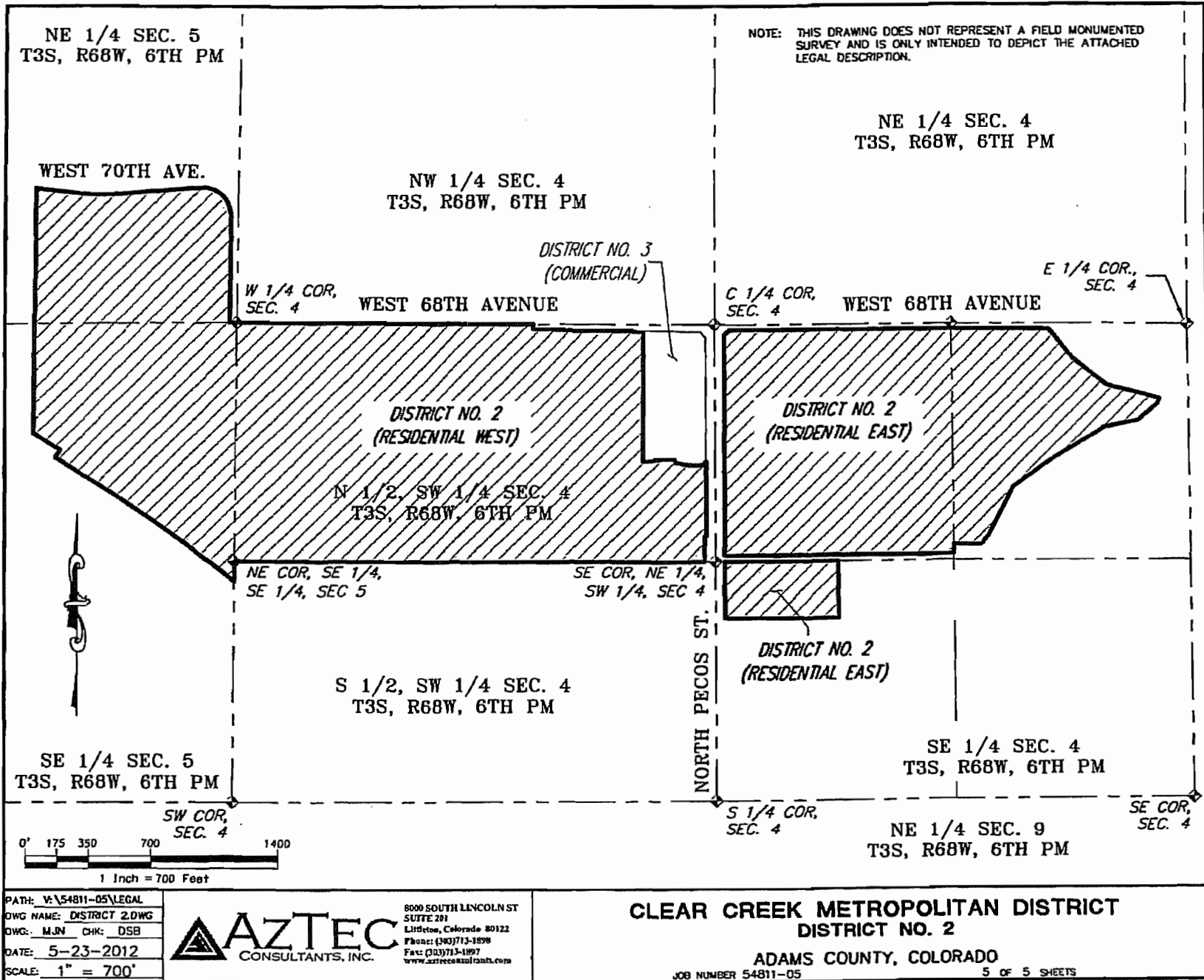
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°00'15" EAST, A DISTANCE OF 315.55 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 4.505 ACRES, (196,225 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED TOTAL AREA OF 176.048 ACRES, (7,668,623 SQUARE FEET), MORE OR LESS.



DEREK S. BROWN, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
8000 S. LINCOLN ST., SUITE 201, LITTLETON, CO 80122
303-713-1898



PATH: V:\54811-05\LEGAL
 DWG NAME: DISTRICT 2.DWG
 DWG: MJN CHK: DSB
 DATE: 5-23-2012
 SCALE: 1" = 700'



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CLEAR CREEK METROPOLITAN DISTRICT
DISTRICT NO. 2
ADAMS COUNTY, COLORADO