

MASTER DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR PIER POINT 7

This Declaration made on the date hereinafter set forth by Skufca & Shelton Company, a Colorado corporation, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property located in Arapahoe County, Colorado, to wit:

Blocks 1, 2, and 3, Pier Point Subdivision Filing No. 1, as amended by Pier Point Subdivision Filing No. 2 and Pier Point Subdivision Filing No. 3, all being plats of a part of the West 1/2 of the Southwest 1/4 of Section 6, Township 5 South, Range 66 West of the 6th Principal Meridian, Arapahoe County, Colorado. The plats are filed for record in the offices of the Clerk and Recorder of Arapahoe County on the following dates with the following reception Nos.:

Pier Point Subdivision Filing No. 1, recorded on the 17th day of January 1974, in Book 25 at Page 86 and 87, as Reception No. 1402705;

Pier Point Subdivision Filing No. 2, recorded on the 16<sup>th</sup> day of August 1976, in Book 30 at Page 12, as Reception No. 1574023;

Pier Point Subdivision Filing No. 3, recorded on the 4<sup>th</sup> day of October 1976, in Book 30 at Page 21+22, as Reception No. 1585374;

SUBJECT TO the rights-of-way for ingress and egress for service and emergency vehicles granted over, across, on, and through any and all private roads and ways now or hereafter established on the Property as more fully set forth in the Plat and all streets and easements appearing thereon.

(herein called the "Property") and desires to create Pier Point 7, a Planned Unit Development, consisting of seven (7) residential villages, parking areas and parking structures, streets, driveways, sidewalks, open spaces, and other related facilities for the benefit of a common building scheme (herein collectively designated as "Pier Point 7");  
and

WHEREAS, Declarant desires to protect the present and future values of the various properties located within Pier Point 7 and to provide for the operation and maintenance of the General Common Area, the parking areas and parking structures, streets, driveways, sidewalks, open spaces, and other related facilities; and

WHEREAS, Declarant has deemed it necessary and desirable, for the welfare of the inhabitants of Pier Point 7 and the preservation of its values, to subject said real property to the covenants, restrictions, easements, charges, assessments, and liens hereinafter set forth, which covenants, restrictions, easements, charges, assessments, and liens shall be burdens and benefits to Declarant, its respective successors and assigns and grantees, and their successors, heirs, executors, administrators, devisees, grantees, or assigns; and

WHEREAS, Declarant hereby desires to create certain agencies to which should be delegated and assigned the powers and duties of maintaining and administering the common properties and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereafter created;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.1 Definitions. The following words, when used in this Declaration or in any Supplemental Declaration (unless inconsistent with the context hereof), shall have the following meaning:

A. "Architectural and Planning Control Board" means the Architectural and Planning Control Board as hereinafter established in Article II hereof.

B. "Council" means the Pier Point 7 Council, Inc., a Colorado nonstock, nonprofit membership corporation, its successors and assigns.

C. "General Common Area" means that real property in Arapahoe County, Colorado, owned by the Council for the common use and enjoyment of the Owners. The General Common Area to be owned by the Council at the time of the conveyance of the first lot is described as follows:

A portion of Lot 2 Block 1 of Pier Point Sub-division Filing No. 1 as filed for Record on January 17, 1974 in Book No. 25 on Page 86 & 87 Reception No. 1402705 in the Clerk and Recorder's Office, Arapahoe County, Colorado, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 2, from which the West One-Quarter Corner of Section 6, Township 5 South, Range 66 West of the 6th Principal Meridian bears South 19°55'59" West, 584.26 feet and North 00°11'03" East, 1156.95 feet, run thence North 00°11'03" East a distance of 225.00 feet;

Thence North 77°07'51" West a distance of 199.31 feet,  
Thence North 00°11'03" East a distance of 120.00 feet,  
Thence North 39°39'58" West a distance of 53.58 feet to the South Right-of-Way line of South Atchison Way,  
Thence Northeasterly along said South Right-of-Way line on the arc of a 355.00 foot radius curve to the left having a central angle of 14°00'59", a distance of 87.67 feet to a point of tangent,  
Thence North 36°11'03" East a distance of 233.00 feet to a point of curvature,  
Thence Northeasterly along the arc of a 240.00 foot radius curve to the right having a central angle of 72°39'12", a distance of 304.33 feet,  
Thence leaving said South Right-of-Way line South 45°00'00" West a distance of 256.70 feet,  
Thence South 00°00'00" West a distance of 359.04 feet,  
Thence South 45°00'00" East a distance of 281.57 feet to the West Right-of-Way line of South Atchison Way,  
Thence South 40°11'03" West along said West Right-of-Way line a distance of 4.68 feet to a point of curvature,  
Thence Southwesterly along the arc of a 620.00 foot radius curve to the left having a central angle of 20°39'22" a distance of 223.52 feet,

Thence North 00°11'03" East a distance of  
160.82 feet,  
Thence South 89°55'11" West a distance of  
145.74 feet, to the Point of Beginning.

Containing 161,172 square feet or  
3.700 acres more or less.

EXCEPT the following two parcels of land:

A portion of Lot 2, Block 1, Pierpoint Subdivision  
Filing No. 1, located in the West 1/2 of the Southwest  
1/4 of Section 6, Township 5 South, Range 66 West of  
the 6th P.M., City of Aurora, County of Arapahoe,  
State of COLORADO being more particularly described  
as follows:

Beginning at a point on the West line of said  
Southwest 1/4, from which the West 1/4 corner of  
Section 6 bears N 00°11'03" East a distance of 806.95  
feet, run thence South 89°48'57" East a distance of  
334.58 feet; to the TRUE POINT OF BEGINNING of this  
description:  
thence North 36°11'03" East a distance of 175.00 feet;  
thence South 53°48'57" East a distance of 85.00 feet;  
thence South 36°11'03" West a distance of 61.51 feet;  
thence South 89°48'57" East a distance of 81.65 feet;  
Thence South 00°00'00" West a distance of 276.16 feet;  
Thence North 89°48'57" West a distance of 82.54 feet;  
Thence North 00°11'03" East a distance of 21.93 feet;  
Thence North 89°48'57" West a distance of 100.00 feet;  
Thence North 00°11'03" East a distance of 120.00 feet;  
Thence North 89°48'57" West a distance of 20.00 feet;  
Thence North 09°19'28" West a distance of 93.66 feet;  
to the TRUE POINT OF BEGINNING.  
containing 59,357.201 square feet or 1.363 acre.

Also that portion of Lot 2, Block 1, Pierpoint  
Subdivision Filing No. 1 beginning at a point on the  
West line of said Southwest 1/4, from which the West  
1/4 corner of Section 6 bears North 00°11'03" East a  
distance of 1156.95 feet; run thence North 89°55'59"  
East a distance of 584.26 feet, thence North 00°11'03"  
East a distance of 15.00 feet, to the TRUE POINT OF  
BEGINNING of this description:  
thence North 00°11'03" East a distance of 130.00 feet;  
thence North 89°55'59" East a distance of 130.00 feet;  
thence South 00°11'03" West a distance of 130.00 feet;  
thence South 89°55'59" West a distance of 130.00 feet;  
to the TRUE POINT OF BEGINNING.  
containing 16,900.00 square feet or 0.388 acre.

D. "Reserved Parcels" means the two parcels of  
land which are hereinabove excepted from the legal description  
of the General Common Area.

E. "Village Common Areas" means the areas to be  
owned by the individual homeowners' associations to be  
hereafter created for the separate villages in Pier Point 7.

F. "Declarant" means Skufca & Shelton Company, a Colorado corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

G. "Amended Final Development Plan No. 2" means the Amended Final Development Plan No. 2 for Pier Point 7, a Planned Unit Development, as approved by the City Council of Aurora, Colorado, on the 12<sup>th</sup> day of May 1976, and any supplement or amendment thereto.

H. "Property" means that certain real property hereinabove described in the second paragraph and such additions thereto as may hereafter be brought within the jurisdiction of the Council.

I. "Lot" means any plot of land shown on any recorded subdivision map of the Property, including the preserved parcel, but shall not include Condominium Units, the General Common Area, or Village Common Areas or any plot of land constituting part of a condominium regime.

J. "Condominium Unit" shall, where real property located within the Property has been submitted to a condominium regime under the Condominium Ownership Act of the State of Colorado, being Article 33, Title 38, Colorado Revised Statutes 1973, as amended and supplemented, mean and refer to the entire right, title and interest in said real property which is owned by each unit owner of a condominium unit as that term is defined in said Condominium Ownership Act.

K. "Plat" means the Pier Point Subdivision Filing No. 1, as amended by Pier Point Subdivision Filing No. 2, and Pier Point Subdivision Filing No. 3, all being plats of a part of the West 1/2 of the Southwest 1/4 of Section 6, Township 5 South, Range 66 West of the 6th P.M., City of Aurora, Arapahoe County, Colorado. The plats are filed for record in the offices of the County Clerk and Recorder of Arapahoe County, Colorado, as follows: Pier Point Subdivision Filing No. 1, recorded on the 17th day of January 1974, in Book 25 at Pages 86 and 87, as Reception No. 1402705; Pier Point Subdivision Filing No. 2, recorded on the 16<sup>th</sup> day of August 1976, in Book 30 at Page 62, as Reception No. 1574023; Pier Point Subdivision Filing No. 3, recorded on the 4<sup>th</sup> day of October 1976, in Book 30 at Pages 114<sup>th</sup> as Reception No. 1555374.

L. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Condominium Unit which is a part of the Property, but shall not mean or refer to any person or entity who holds such interest merely as security for the performance of a debt or other obligation, including a mortgagee or beneficiary under a deed of trust, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

M. "Board of Managers" means the governing body of the Council, elected by the Owners, to perform the obligations of the Council relative to operation, maintenance, and management of Pier Point 7.

## ARTICLE II

### ARCHITECTURAL CONTROL

Section 2.1 Approval Required. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural and Planning Control Board appointed by the Board of Managers of the Council. In the event said Architectural and Planning Control Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2.2 Board. The Architectural and Planning Control Board shall consist of three members who shall be designated by the Board of Managers of the Council, its successors or assigns. The Board shall review, study, and approve or reject proposed improvements upon the Property subject to these covenants and restrictions.

Section 2.3 Rules. The Architectural and Planning Control Board may make such rules and bylaws as it may deem appropriate to govern its proceedings.

Section 2.4 Criteria. In passing upon such plans and specifications, the Architectural and Planning Control Board shall consider:

(a) Architectural and Engineering Services. Each Declarant or Owner will hire competent architectural and engineering advisors who will coordinate the plans and specifications for the construction of each structure, addition, change, or alteration with the Architectural and Planning Control Board. The plans and specifications shall provide a construction schedule with an estimated date of completion for each phase of construction. The Architectural and Planning Control Board will reserve the right to require reasonable extension of information in order to make decisions on approvals.

(b) Generally. It shall be an objective of the Architectural and Planning Control Board to make certain that no improvements will impair the monetary and aesthetic values of Pier Point 7. The Architectural and Planning Control Board shall consider the suitability of the improvements and the materials of which they are to be constructed with respect to the particular village in which they are to be located; the quality of materials to be utilized in any proposed improvement and the effect of any proposed improvement on adjacent or neighboring property, and the location and character and method of utilization of all utility lines. If at any time the Architectural and Planning Control Board has ceased to exist as such, and has failed to designate a representative to act for it, the requirement for Architectural and Planning Control Board approval is dispensed with.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS  
IN THE COUNCIL

Section 3.1 Membership. Every Owner of a Lot or Condominium Unit which is subject to assessment shall be a member of the Council. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Condominium Unit which is subject to assessment.

Section 3.2 Classes of Membership. The Council shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot and/or Condominium Unit owned. When more than one person holds an interest in any Lot or Condominium Unit, all such persons shall be members. The vote for such Lot and/or Condominium Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Condominium Unit.

Class B: The Class B member(s) shall be the Declarant, and Declarant shall be entitled to three (3) votes for each Lot and/or Condominium Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership are equal or greater than the total votes outstanding in the Class B membership (upon the conveyance of 75% of the units), or

(b) on December 31, 1980.

Section 3.3 Compliance with Council Articles, Bylaws, etc. Each Owner shall abide by and benefit from each provision, covenant, condition, and restriction contained in the Articles of Incorporation and Bylaws of the Council, a copy of which is provided to each Owner at the time of purchase and by which each Owner agrees to be bound, or which is contained in any rule, regulation, or restriction promulgated pursuant to said Articles and Bylaws. The obligations, burdens, and benefits of membership in the Council, to the extent that they touch and concern the land, shall be covenants running with each Owner's Lot or Condominium Unit for the benefit of all other Lots and Condominium Units.

#### ARTICLE IV

##### DEDICATION OF THE GENERAL COMMON AREA

The Declarant in recording the plat of Pier Point 7 has designated certain areas of land as open space with lawns and sidewalks intended for use by the homeowners in Pier Point 7 for recreation and other related activities, herein sometimes referred to as the General Common Area.



The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Pier Point 7 as more fully provided in Article V hereof.

ARTICLE V  
RIGHTS IN THE GENERAL COMMON AREA

Section 5.1 Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the General Common Area which shall be appurtenant to and shall pass with the title to every Lot or Condominium Unit, subject to the following provisions:

(a) the right of the Council at any time and from time to time to build recreational facilities on, over, under, and above the General Common Area;

(b) the right of the Council to charge reasonable admission and other fees for the use of any recreational facility situated upon the General Common Area;

(c) the right of the Council to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot and/or Condominium Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(d) the right of the Council to dedicate or transfer all or any part of the General Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer to any public agency, authority, or utility shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 5.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the General Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 5.3 Reserved Parcels. The Declarant will retain ownership of a portion of Lot 2, Block 1, Pier Point Subdivision Filing No. 1 (heretofore defined as the "Reserved Parcels") for the purpose of building from time to time such recreational facilities as Declarant may, in its sole discretion, determine. Such recreational facilities may be devoted to the use and benefit of the Owners or the general public and Declarant may charge admission and other fees for the use of any recreational facility constructed upon the Reserved Parcels. The use of such recreational facilities and membership in any club or other organization owning or managing the same shall be at the Owners' option. Declarant hereby reserves on, over, under, and upon the General Common Area an easement for public ingress and egress, installation of utilities, the temporary use of said General Common Area for the construction and repair of improvements upon the Reserved Parcels, and the right to grant easements for said purpose. Articles III, IV, V (except this Section 5.3), VI, and Sections 7.8 and 7.13 of Article VII shall not apply to the Reserved Parcels.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and/or Condominium Unit owned within the Property, hereby covenants, and each Owner of any Lot or Condominium Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Council: (1) annual assessments or charges as provided herein; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Condominium Unit against which each such assessment is made until paid. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot or Condominium Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors unless expressly assumed by them.

Section 6.2 Purpose of Assessments. The assessments levied by the Council shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Pier Point 7 and for the improvement and maintenance of the General Common Area, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, and the resident managers' salaries and quarters.

Section 6.3 Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot or Condominium Unit to an Owner, the maximum annual assessment shall be Seventy-two Dollars (\$72) per Lot or Condominium Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Condominium Unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Condominium Unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting, setting forth the purpose of the meeting.

(c) The Board of Managers may fix the annual assessment at an amount not in excess of the maximum.

Section 6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 6.1 hereof, the Board of Managers of the Council may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the General Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of

two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 6.5 Notice and Quorum for Any Action Authorized Under Sections 6.3 and 6.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 6.3 and 6.4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Condominium Units and may be collected on a monthly basis. The Declarant shall pay minimally one-third (1/3) of the assessment applicable to each Lot unimproved or improved and unoccupied to which the Declarant retains ownership. In the event that assessed fees collected for the Council fail to adequately meet Council expenses (because of the partial exemption of Declarant-held property) then the Declarant must pay sufficient capital up to the full assessed share applicable to the specific property.

Section 6.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Condominium Units on the first day of the month following the conveyance of the General Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Managers shall fix the amount of the annual assessment against each Lot and Condominium Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

The due dates shall be established by the Board of Managers. The Council shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Council setting forth whether the assessments on a specified Lot or Condominium Unit have been paid. A properly executed certificate of the Council as to the status of assessments on a Lot or Condominium Unit is binding upon the Council as of the date of its issuance.

Section 6.8 Effect of Nonpayment of Assessment: The Personal Obligation of the Owner, the Lien; Remedies of Declarant. Any assessment installment which is not paid when due shall be delinquent. If the assessment installment is not paid within thirty (30) days after the due date, the assessment installment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. The Council may bring an action at law against the Owner personally obligated to pay the delinquent installments. In addition to such action or as an alternative thereto, the Council may file with the Clerk and Recorder of Arapahoe County a Statement of Lien with respect to the Property, setting forth the name of the Owner, the legal description of the Property, the name of the Council, and the amount of delinquent assessments then owing, which Statement shall be duly signed and acknowledged by the President or a Vice-President of the Council, and which shall be served upon the Owner of the Property by mail to the address of the Property or at such other address as the Council may have in its records for the Owner of the Property. Thirty (30) days following the mailing of such notice, the Council may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. (Such Lien shall be in favor of the Council and shall be for the benefit of all other Lot or Condominium Unit Owners.) In either a personal or foreclosure action, the Council shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the General Common Area or abandonment of his Lot or Condominium Unit. The remedies herein provided shall not be exclusive and the Council may enforce any other remedies to collect delinquent assessments as may be provided by law.

Section 6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot or Condominium Unit or portion thereof subject to assessment. Sale or transfer of any Lot or Condominium Unit shall not affect the assessment lien. However, sale or transfer of any Lot or Condominium Unit pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Condominium Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.10 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge, and lien created herein:

- A. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All utility lines and easements.
- C. The General Common Area and Village Common Areas.
- D. The parcel retained by Declarant as more fully described in Section 5.3 hereof.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

ARTICLE VII  
PROTECTIVE COVENANTS

Section 7.1 Improvements Prohibited. No used or secondhand structure, no building of a temporary character, no mobile home, house trailer, tent, shack, or outbuilding shall be placed or used on the Property, either temporarily or permanently; except that necessary appurtenances for and during actual construction may be used, and trailers and structures of a temporary nature may be used

during the period of permanent construction of an approved and allowed improvement, but no longer period than 12 months without the written consent of the Architectural and Planning Control Board, which consent shall not be unreasonably withheld.

Section 7.2 Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be erected or maintained for any purpose whatsoever except such signs as have been approved by the Architectural and Planning Control Board. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Properties only with the prior written approval of the Architectural and Planning Control Board, which approval shall be given only if such signs shall be of attractive design and shall be as small a size as reasonably possible and shall be placed or located as directed or approved by the Architectural and Planning Control Board. Notwithstanding anything herein to the contrary, Declarant or its agent shall have the right to erect signs during the period of actual construction without prior written approval of the Architectural and Planning Control Board.

Section 7.3 Water and Sewage. Each structure designed for occupancy or use by human beings shall connect with the water and sewage facilities of the City of Aurora or such water and/or sewer systems as the Architectural and Planning Control Board may approve. No private well shall be used as a source of water for human consumption or irrigation, nor shall any facility other than those provided as set out above be used for disposal of sewage.

Section 7.4 Trash and Sewage. No trash, ashes, or other refuse or debris may be thrown or dumped on the Property. The burning of refuse out-of-doors shall not be permitted. No incinerators or other device for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Board of Managers. Waste materials, garbage, and trash shall be kept in sanitary containers and shall be enclosed and screened from public view and protected from disturbance and shall be disposed of with reasonable promptness. The Owner of any Lot or Condominium Unit subject to these covenants shall keep the premises free of trash, refuse, noxious weeds, or debris of any kind, whether said lot is vacant or improved.

Section 7.5 Livestock. Dogs, cats, or other customary household pets may be kept on the Property, not to exceed one per Lot or Condominium Unit without the written approval of the Board of Managers. However, no pet may be kept which abnormally interferes with the rights, comforts, or convenience of other Owners. Breeding of any animals on the Property is specifically prohibited. All pets must be kept on a leash when outside its Owner's apartment and Owner will confine his pet(s) to designated fenced areas for purposes of excreting.

Section 7.6 Setback Requirements. The location of each improvement with relation to property and village lines must be within the buildable area established for each village on the Amended Final Development Plan No. 2 and the Plat. The location of each improvement within the buildable area must also be approved in advance by the Architectural and Planning Control Board. In determining the proper location for each improvement, the Architectural and Planning Control Board shall consider the location of existing and future improvements on adjacent property, and such other monetary or aesthetic consideration as it may deem necessary.

Section 7.7 Landscaping and Gardening. All surface areas disturbed by construction shall be returned promptly to their natural condition. All landscaping shall be constructed in accordance with the approved landscaping plan on file with the Planning Department of the City of Aurora, Colorado.

Section 7.8 Trade Names. Except as provided in Section 7.15, no word, name, symbol, or combination thereof shall be used to identify for commercial purposes a structure, business, or service, unless the same shall have been first approved in writing by the Architectural and Planning Control Board.

Section 7.9 Continuity of Construction. All structures commenced shall be prosecuted diligently to completion.

Section 7.10 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or Condominium Unit, nor shall anything be done or placed on the Property which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.



Section-7.11 Maintenance of Property. Every Lot and Condominium Unit, including improvements, shall be kept and maintained by the Owner thereof in a clean, safe, attractive, and sightly condition and in good repair; no inoperative private automobile shall be placed or remain on any Lot or adjacent street or alley for more than 48 hours; no commercial type vehicles and no trucks shall be stored or parked on any Lot or residential street or alley except while engaged in transportation; trailers, mobile homes, trucks, boats, tractors, campers not on a truck, vans of any kind, buses, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, in a closed structure or screened from view; service areas, storage piles, facilities for hanging, drying, or airing clothing for household fabrics shall be appropriately screened from view; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot.

Section 7.12 Annoying Lights, Sounds, or Odors. No lights shall be emitted from any Lot or Condominium Unit which are unreasonably bright or cause unreasonable glare; no sound shall be emitted from any Lot or Condominium Unit which is unreasonably loud or annoying; and no odor shall be emitted from any Lot or Condominium Unit which is noxious or offensive to others.

Section 7.13 Fences. No fences, walls, or other barriers shall be permitted except with the written consent of the Architectural and Planning Control Board.

Section 7.14 Subdivision. No Owner shall further subdivide any Lot after the same has been platted and the plat approved as required by the City of Aurora, Colorado, without the consent of the Architectural and Planning Control Board in writing, and proper presentation to and acquiescence by the City of Aurora.

#### ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Enforcement. The Council or any owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Council

or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of ten (10) years. This Declaration may be amended during the first twenty-year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and Condominium Units and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and Condominium Units. Any amendment must be recorded.

Section 8.4 Annexation of Additional Property. Additional residential property and General Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 8.5 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of General Common Area, dedication of General Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 31<sup>st</sup> day of May 1972.

SKUFCA & SHELTON COMPANY  
Declarant

By: [Signature]

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May 1977, by David H. Schaffer as Vice President and \_\_\_\_\_ as \_\_\_\_\_ Secretary of Skufca & Shelton Company, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: My Commission expires Jan. 3, 1981

Charles A. Smith  
Notary Public



(SEAL)