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***AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVERDALE PARK TOWNHOMES***

(a Planned Community)

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RIVERDALE PARK TOWNHOMES
(a Planned Community)**

THIS AMENDED AND RESTATED DECLARATION is made effective upon recording.

RECITALS

A. The original Declarant, GMAC Model Home Finance, Inc., a Virginia corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions for Riverdale Park Townhomes in the real property records of Adams County, Colorado on February 10, 2004, at Reception No. C1276721 (the "Original Declaration") as amended and supplemented by the following documents:

1. First Amendment to Declaration of Covenants, Conditions and Restrictions for Riverdale Park Townhomes, recorded September 28, 2004 at Reception No. 20040928000954740, in the Office of the Clerk and Recorder for Adams County, State of Colorado.

2. Second Amendment to Declaration of Covenants, Conditions and Restrictions for Riverdale Park Townhomes, recorded October 10, 2008 at Reception No. 2008000081118, in the Office of the Clerk and Recorder for Adams County, State of Colorado.

(collectively, the "Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration.

B. The Owners and the Association desire to amend and restate all provisions of the Original Declaration, as amended and supplemented, by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverdale Park Townhomes ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration.

C. The Original Declaration provides for and allows for this Declaration in Article 11, Section 11.3, which provides as follows:

Except as otherwise provided in this Declaration (including Sections 6.23, 11.18.1, and 11.18.2), and subject to provisions elsewhere contained in this Declaration requiring the consent of the Declarant or others, any provision of this Declaration, including, without limitation, any covenant, condition, restriction, or equitable servitude contained in this Declaration, may be amended or repealed at any time and from time to time by the Recording of a written statement of amendment or repeal executed by the Owners of at least seventy-five percent

(75%) of the Lots or by the vote of Members owning at least seventy-five percent (75%) of the Lots at duly constituted meetings of the Members and the Recording of a certificate of such vote of amendment or repeal executed by on behalf of the Association by the President of the Association or any Member of the Board of Directors. The amendment or repeal shall be effective on Recording of such instrument or on such later date as is specifically stated in such instrument. No such instrument shall be required to be in any particular form.;

D. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the required approval by Owners of seventy-five percent (75%) of the Lots for amendment is void.

E. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a) the amendment requirement for this Declaration is now approval by Owners of 67% of the Lots.

F. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

G. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

H. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, clarify garage ownership and maintenance responsibilities, extend the period for development rights, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

I. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and

J. On May 22, 2012, the District Court for the County of Adams, State of Colorado, granted the Association's Petition for Approval of the Amended and Restated Declaration pursuant to the requirements of C.R.S. §38-33.3-217(7). The Court found that the Association filed a petition for approval of the Declaration with the Court which was not objected to by more than 33% of all Owners or the Declarant. The Court also found that the Declaration did not

terminate the Original Declaration and that the Declaration did not alter the allocated interests of the Owners within the Association. A copy of this Order is attached and incorporated by reference as Exhibit "E" hereto.

K. Pursuant to C.R.S. §38-33.3-217(7), upon recordation of the Declaration and the Court Order approving the Declaration, the Declaration, as amended, shall be effective as if all of the approval requirements set forth in the Original Declaration were met.

NOW THEREFORE, the Original Declaration is amended and restated as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Defined Terms. Each capitalized term in this Declaration shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

(a) "Act" shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.

(b) "Design Review Committee" or "Committee" shall mean the committee appointed by the Board of Directors (or the Board of Directors if it chooses not to appoint a committee) pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.

(c) "Assessment" shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expense levied to a Lot pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(d) "Association" shall mean and refer to Riverdale Park Townhomes Homeowners Association Inc., a Colorado nonprofit corporation, and its successors and assigns.

(e) "Association Properties" shall mean all real and personal property, including all Common Area and all Improvements on Common Area, (i) which are now or hereafter owned by the Association, including, but not limited to, the Garages, (ii) with respect to which the Association holds an easement for the use, care, or maintenance, (iii) which the Association has a right or obligation to maintain, (iv) which are held for the common use and enjoyment of the Members of the Association or for other purposes permitted by this Declaration, (v) the underdrain facilities located outside the lines of individual Lots, but not including the individual perimeter underdrains for each house or the lines located within the boundary lines of the Lots which serve only to connect the perimeter underdrains servicing the Lot to the underdrain system located primarily in the streets, or (vi) which are otherwise identified in this Declaration as Association

Properties.

(f) "Board" or "Board of Directors" or "Executive Board" shall mean the body designated in the Governing Documents to act on behalf of the Association.

(g) "Common Area" shall mean all real property owned or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon and all common property owned by the Association, but excluding the Lots, and shall include any Common Area located upon any real property which is annexed to the Property.

(h) "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(i) "Community" or "Riverdale Park Townhomes Community" shall mean the planned community created by the Original Declaration, as amended and restated by this Declaration, consisting of the Property, Common Area, and any improvements constructed on the Property and the Common Area.

(j) "Declarant" shall mean NexGen Lot Holdings, LLC, a Colorado limited liability company, pursuant to the Assignment of Declarant Rights under Condominium Declaration for Riverdale Park Townhomes, recorded February 1, 2010 at Reception No. 2010000006489, and pursuant to the Assignment and Assumption of Declarant Rights, recorded July 19, 2011 at Reception No. 2011000045517, and its successors by operation of law in the event of the merger or consolidation of NexGen Lot Holdings, LLC into another entity, and any other person or entity to which Declarant transfers all or a substantial portion of the remaining Lots then owned by Declarant and which Declarant designates as its successor as Declarant in a recorded instrument.

(k) "First Mortgage" shall mean the Mortgage encumbering a Lot that has first lien property over any other Mortgage encumbering such Lot.

(l) "First Mortgagee" shall mean the holder of a First Mortgage on a Lot.

(m) "Garage" shall mean the garage unit located on the Outlot and owned by the Association. Each Lot shall have an appurtenant right to use one Garage, which Garage shall be for the exclusive use of such Lot. A list of the Lots and assigned and appurtenant Garages is attached hereto as Exhibit C and incorporated herein by reference.

(n) "Governing Documents" shall mean this Declaration, the Map, the Articles of Incorporation, the Bylaws, Design Guidelines, and any Rules and Regulations of the Association, as they may be amended from time to time.

(o) "Limited Declarant" shall mean any Person to which Declarant transfer a Lot on which construction of a Townhome has not yet been completed and which is specifically designated as a Limited Declarant as to such Lot in a written instrument executed and acknowledged by Declarant and duly recorded in the office of the Clerk and Recorder of Adams County, Colorado.

(p) "Lot" or "Unit" shall mean and refer to any of the Lots shown upon any recorded subdivision Map or Plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area.

(q) "Map" or "Plat" shall mean and refer to the map(s) and/or plat(s) of the Property and improvements that are subject to this Declaration and which are designated in the Map or Plat recorded in the records of the Office of the Clerk and Recorder of Adams County, as follows: Subdivision Plat, Riverdale Park Filing No. 5, recorded on September 18, 2003, at Reception No. C1211031, Riverdale Park Filing No. 5, Amendment No. 1, recorded on June 28, 2004, at Reception No. 20040628000544320, and Riverdale Park Filing No. 5, Amendment No. 2, recorded on January 12, 2005, at Reception No. 20050112000041640, all of which may be amended or supplemented. The term "Map" shall collectively mean and refer to all of such maps, plats and supplements thereto.

(r) "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(s) "Mortgage" shall mean any mortgage, deed of trust, security deed, installment sale contract, lease intended for security, or other such instrument, given voluntarily by any Owner of a Lot and encumbering the Lot to secure performance of a promissory note or other obligation.

(t) "Notice of Annexation" shall have the meaning as provided in Section 10.9.

(u) "Outlot" shall mean Lot A, Riverdale Park Filing No. 5, City of Thornton, County of Adams, State of Colorado.

(v) "Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(w) "Person" shall mean a natural person, a corporation, a partnership, or any other entity.

(x) "Pet" shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.

(y) "Property" shall mean the property described in Section 2.2 of this Declaration, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(z) "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community, and/or clarification of the Governing Documents, including any amendment to those instruments.

(aa) "Townhome" or "Townhouse" shall mean the residential dwelling improvement constructed on a Lot which is designed and intended for use and occupancy as a residence by a single family.

ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type. The type of Common Interest Community is a Planned Community. The name of the Planned Community is Riverdale Park Townhomes." The name of the Association is the "Riverdale Park Townhomes Homeowners Association Inc."

Section 2.2 Property. The Community is located in Adams County, State of Colorado. The Property of the Community is described in *Exhibit A* of this Declaration and/or as is consistent with the common scheme and plan for the creation and operation of the Community. The Property currently consists of 139 Lots. There will be a maximum of two hundred fifty-two (252) Lots within the Property ("Lots That May Be Created"). Easements for utilities and other purposes over and across the Lots and Common Area may be as shown upon a recorded Map and on any recorded map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Easement for Encroachments. Each Townhome and the property included in the Common Area shall be subject to an easement for encroachments created by the original construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhomes is partially or totally destroyed, and then rebuilt, the owners of the Townhomes so affected agree that minor encroachments of parts of the adjacent Townhome or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2.4 Blanket Easement.

(a) Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area and any Lot to perform the duties of operation, installation, maintenance, repair and replacement of the Lot, Townhome or Common Area provided for in this Declaration.

(b) Utility Easement. A blanket easement is granted to the Association upon, across, over and under all of the Lots for ingress, egress, installation, replacing, repairing and maintaining any utilities, including but not limited to water, sewers, gas, telephones, electricity, cable, and a master antenna system, to the extent the Association is responsible for such utilities. By virtue of this easement, the Association shall have the authority to permit a utility company to affix and maintain wires, circuits, conduits, meters and similar equipment on, across and under the Townhomes. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Common Area or Lots, except as approved by the Board of Directors. The easements provided for in this paragraph shall in no way affect any other prior recorded easements on the premises.

Section 2.5 Easement for Common and Party Walls. Each Owner, his agents and contractors, are granted a non-exclusive easement for the purpose of maintenance, construction, reconstruction and repair, in, over, under and upon adjacent Lots and in and upon adjacent Townhomes for purposes of common wall maintenance and repair, in accordance with the party wall provisions contained in this Declaration, upon at least 48 hours notice to the Owners of the common wall. Any damage occasioned to the adjacent Lot or improvements, including the dwelling thereon, in exercising this easement, shall be the responsibility of the Owner whose negligent or wrongful acts or omissions caused the damage.

Section 2.6 Access. For the purpose of performing the maintenance referred to in this Article, and inspections related thereto, the Association, through its duly authorized agents, contractors, employees or the Design Review Committee, shall have the right, after at least 48 hours notice to the Owner or occupants thereof and during regular business hours, to enter upon any Lot and improvements thereon, and such entry shall not be deemed a trespass. In emergency situations, the Association or its agents, contractors or employees, may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance authorized under this Article, the Association shall not be liable for any loss, cost or damage caused by its actions, except on account of its willful misconduct.

Section 2.7 Mechanic's Liens. No labor performed and/or materials furnished for use and incorporated into any Lot with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Lot of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common

Area. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Lot of any other Owner, the Common Area, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Lot. The Association may pay any sums necessary to eliminate any lien filed against Common Area not benefiting from the labor and/or materials furnished and all sums paid shall be an Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

Section 2.8 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Owners in the Common Area;
- (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Area, including the recreational facilities, if any;
- (c) the right of the Association to borrow money and, upon approval of at least 67% of the total Association vote, to mortgage the Common Area as security for loan purposes, provided, that the rights of such mortgagee shall be subordinate to the rights of the homeowners;
- (d) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Area;
- (e) the right of the Association to transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval of 67% of the total Association vote;
- (f) the right of the Association to suspend the voting rights and the right to use of any Common Area and recreational facilities during any period of violation of any other provision of the Governing Documents; provided that suspension of voting and use rights shall be automatic during any period that an Owner is in default in payment of any Common Expense Assessment;
- (g) the right of the Association to close portions of the Common Area for maintenance, repair, replacement, and improvement, or for any other purpose that the Board of Directors, in its discretion, determines necessary in the best interest of the Association;

(h) the right of the Association to change use of, add or remove improvements to the Common Area; and

(i) the right of the Association to enforce the Governing Documents.

Section 2.9 Delegation of Use. Owners may delegate, in accordance with the Bylaws and Rules and Regulations adopted by the Board of Directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. If the Owner delegates rights to use the Common Area and facilities to tenants or contract purchasers who reside on their Lot, the Owner shall not be entitled to use the Common Area and facilities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or reasonable fees charged for such use.

Section 2.10 Disclaimer of Liability. The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership and Voting. Every person who is an Owner, including Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be entitled to cast one vote. Fractional and cumulative voting are prohibited.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration. All Owners and any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, this Declaration, the Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified

or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.4 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three years and shall be subject to cancellation by the Association on 30 days notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.5 Right to Notice and Comment. Notice of matters affecting the Community shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

Section 3.6 Indemnification. To the full extent permitted by law, each officer, director, committee member and volunteer of the Association shall be and hereby are indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred; except in such cases of willful misfeasance, malfeasance, misconduct, or bad faith on the part of the officer, director, committee member or volunteer.

Section 3.7 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.8 Education and Training. As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education on topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

Section 3.9 Right of the Association to Bring Claims; Limitation on Claims. Nothing contained in this Section shall be construed as precluding the Association from: (i) bringing claims with respect to property owned by the Association, including without limitation private streets, gardens, parks, and other open space, if any, owned by the Association (collectively, the Association Owned Properties") or (ii) bringing claims on behalf of the Owners as to any portions of the Lots which are common to multiple Lots (such as the roof or exterior structure of any building containing multiple Lots) other than any portion of the Common Areas which constitute Association Owned Properties (the "Common Elements"); provided that:

(a) Any such claims with respect to Association Owned Properties shall be governed by and subject to all of the provisions and restrictions contained in Section 11.21.

(b) Any such claims with respect to Common Elements shall be governed and subject to all of the provisions and restriction contained in Section 11.22.

(c) No such claim against Declarant shall be brought unless authorized by either (i) a written authorization executed by all of the Owners of seventy-five percent (75%) of the Lots or (ii) the votes of seventy-five percent (75%) of the votes of the Association present in person or by proxy at a meeting of the Members of the Association at which a quorum of two-thirds of the votes entitled to be cast by all of the Owners is present or by proxy.

Nothing in this Section shall be construed as permitting the Association to bring any other claim or action against Declarant of any type whatsoever or for any purpose whatsoever.

ARTICLE 4 MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 4.1 Association Maintenance and Service Responsibilities.

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workman like manner as a Common Expense those items set forth in Exhibit B of this Declaration.

(b) Association Discretion. The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, that lies within or outside the Community. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided however, the Association shall provide Owners with 15 days prior written notice of any such change. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed as well as the color or type of materials used.

(c) Maintenance of Common Area by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Area or any portion of the Lot that is Association maintenance responsibility by an Owner or occupant shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(d) Damage to Lot by Association. The Association shall repair incidental damage to any Lot resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such finishing on repairs will be complete only to the extent of being "paint-ready." Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

(e) Liability of Association.

(i) The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may leak or flow from any portion of the Common Area or from any portion of the Lot or Townhome for which the Association is responsible to maintain hereunder, except:

(A) for injuries or damages arising after the Owner of a Lot has put the Association on written notice of a specific leak or flow from any portion of the Common Area from any portion of the Lot or Townhome for which the Association has a maintenance responsibility; and

(B) only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

(ii) The Association shall not be liable to the Owner of any Lot or such Owner's tenant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Area.

(iii) The Association shall not be liable to any Owner, or any Owner's tenant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(iv) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4.2 Owner's Maintenance Responsibility. Except as otherwise provided in this Declaration, each Owner shall have the obligation to maintain, repair and replace all portions of the Owner's Lot as further set forth in Exhibit B of this Declaration.

Section 4.3 Owner Responsibilities. Each Owner shall have the responsibility to:

(a) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons in Townhomes;

(b) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible;

(c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment; and

(d) An Owner shall not be liable for injury or damage to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Lot except if the Owner has failed to exercise due care in performing said maintenance. An Owner shall not be liable to any other Owner, or any Owner's occupant, guest or family or the Association for any damage or injury caused in whole or in part by the Owner's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Owner's failure to discharge its responsibilities.

Section 4.4 Inspection, Repair and Replacement of Designated Owner Maintenance Components. The Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in Exhibit B and/or further clarified in the Rules and Regulations. If, in the Board of Directors' sole discretion, the component needs to be maintained, repaired or replaced, the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the Owner of the Townhome served by such component pursuant to this Declaration.

Section 4.5 Failure to Maintain. If the Association determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

Unless the Association determines that an emergency exists, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as provided in this Section; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Lot, shall become a lien against the Lot, and shall be collected as provided in this Declaration for the collection of Assessments.

ARTICLE 5 PARTY WALLS

Section 5.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Townhome upon the Property and placed on the dividing line between Lots, shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

Section 5.2 Sharing of Repair and Maintenance. The cost of repair, replacement and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 5.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.4 Liability for Negligence. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for in this Declaration, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and damages as a result of failure to do so.

Section 5.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5.6 Dispute Resolution. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall submit the dispute to mediation. If the dispute cannot be resolved through mediation, the parties may pursue the dispute in arbitration or through a legal proceeding before a court.

ARTICLE 6 COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, insurance Assessments (assessed in proportion to risk); utility Assessments, if levied, (assessed in proportion to usage), and such

other Assessments as imposed by the Association. Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due.

The Association annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Common Expense Assessments are made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Lots in the manner set forth in Section 6.2.

Section 6.2 Basis of Assessments. The Common Expense Assessment may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. For purposes of Assessments, a Habitable Dwelling is a Lot on which a Townhome has been constructed and for which a certificate of occupancy has been issued.

(a) Amount of Common Expense Assessment. The amount of the annual Common Expense Assessment: (i) for each Lot which is a Habitable Dwelling shall be the product of the amount of the Base Assessment multiplied by the Assessment Ratio for the Lot, and (ii) for each Lot which is not a Habitable Dwelling shall be one-third of the product of the amount of the Base Assessment multiplied by the Assessment Ratio for the Lot.

(b) Assessment Ratio. The "Assessment Ratio" for each Lot shall be 100%.

(c) Base Assessment. The Base Assessment shall mean the total amount of the annual Common Expense Assessment, divided by the sum of the following (the "Total Number of Assessable Lots"):

- (i) The total number of Lots which are Habitable Dwellings, multiplied by the Assessment Ratio applicable to the Lots.
- (ii) One-third of the total number of Lots which are not Habitable Dwellings, multiplied by the Assessment Ratio applicable to the Lots.

(d) Percentage of Assessment. Each Lot: (i) which is a Habitable Dwelling shall be assessed a portion of the Common Assessment equal to the Assessment Ratio for such Lot divided by the Total Number of Assessable Lots, (ii) which is not a Habitable Dwelling shall be assessed a portion of the Common Assessment equal to one-third of the Assessment Ratio for such Lot divided by the Total Number of Assessable Lots.

Section 6.3 Working Capital. At the time of the sale of each Lot to the first Owner thereof following the completion of a Townhome on the Lot by the Declarant, the Owner purchasing the Lot shall pay a non-refundable contribution to the Association in an amount equal to two (2) months of the Common Assessment for such Lot assuming it is a Habitable Dwelling to the Association, or such other amount as may be determined in the sole discretion of the Board of Directors, at the time of closing of the sale and shall be maintained for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due. Upon the transfer of his or her Lot, an Owner shall be entitled to a credit from his or her transferee (but not from the Association) for the aforesaid contribution to the working capital fund.

Section 6.4 Annual Assessment. The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote. Assessments for Common Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 6.5 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund, the cost to add to the Property, the cost to repay any loan, or for such other purposes as reasonably determined by the Association. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by a majority of the total Association vote. A

proposed Special Assessment will be ratified unless Owners representing more than a majority of the votes allocated to the Lots that will be subject to the special Assessment vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 6.6 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

(a) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: Lot insurance; improvement, repair, replacement and maintenance specific to a Lot; improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;

(b) Any extraordinary maintenance, repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Lots;

(c) Any extraordinary insurance costs incurred as a result of the value of a particular Owner's Townhome or the actions of an Owner (or his agents, guests, licensees, invitees or lessees);

(d) All fines and costs assessed against an Owner pursuant to the Governing Documents; and

(e) any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Section 6.7 Application of Payments. All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 6.8 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 10 days after the due date thereof, or such other time frame as may be established by the Board of Directors in a collection policy, shall bear interest at the rate established by the Board of Directors, on

a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment in a timely manner shall, at the option of the Board, cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and a Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 6.9 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or

any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 6.10 Borrowing. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments, but only upon the affirmative vote of a majority of the Owners present and voting, in person or by proxy, at a duly constituted meeting called for that purpose.

ARTICLE 7 USE RESTRICTIONS

Section 7.1 Flexible Application of the Subsequent Covenants and Restrictions. All Lots within the Riverdale Park Townhomes Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 7.2 Authority. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments.

Section 7.3 Use/Occupancy. All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and does not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of

any kind related to a home occupation is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 7.4 Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

(a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.

(b) Short term occupancies and rentals (of less than six months) of Lots shall be prohibited, without prior written permission from the Association.

(c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws, Design Guidelines, Policies, and any Rules and Regulations of the Association.

(d) Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(e) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(f) All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

(h) Leases shall be for or of the entire Lot.

(i) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(j) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 7.5 Restrictions on Pets. A reasonable number of Pets may be kept on a Lot, *if* the Pet(s) is/are not a nuisance or danger to other Owners, management staff or residents. The Board may adopt Rules and Regulations that further define the number of Pets and examples of what are considered nuisance, unacceptable or dangerous behaviors, or further regulate Pets while on the Common Area and in the Community as a whole. If a Pet is deemed a nuisance or dangerous by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 7.6 Antennae. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas

which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt Design Guidelines regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

Section 7.7 Storage of Gasoline, Tanks. No Lot shall be used for storage of explosives, gasoline, or other volatile or incendiary materials or devices, as may be further clarified in the Rules and Regulations.

Section 7.8 Nuisances. No nuisance shall be permitted within the Community, nor any use, activity or practice which is noxious or offensive, as may be clarified in the Rules and Regulations. Any violation of the Governing Documents shall constitute a nuisance.

Section 7.9 Vehicular Parking, Storage, and Repairs.

(a) Parking upon any Common Area shall be regulated by the Association.

(b) The following may not be parked or stored within the Community, unless such parking or storage is within a Garage on a Lot, or unless authorized in writing by the Association or is otherwise exempted by Colorado law: abandoned, unlicensed or inoperable vehicles; oversized vehicles; trucks over 3/4 ton; commercial vehicles; any kind of trailer; boats or accessories thereto; self-contained motorized recreational vehicles; or other oversized types of vehicles or equipment as may be clarified in the Rules and Regulations or any Parking Policy adopted by the Board. The foregoing may be parked as a temporary expedience for loading or delivery of goods or services. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any Common Area, Lots, or any improvement located thereon.

(c) Garages shall only be used for the purposes set forth in Section 3.22.

(d) No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use streets, or guest parking within the Community.

(e) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of Garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing.

(f) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(g) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations or Parking Policy adopted by the Board, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours (or such other reasonable time frame that may be set forth on the notice or specified in the Rules and Regulations or other parking policy adopted by the Board) the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing hereunder. If 72 hours (or such other reasonable time frame that may be set forth on the notice or specified in the Rules and Regulations or Parking Policy adopted by the Board) after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(h) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or Townhome, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Lot, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

(i) If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

Section 7.10 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

Section 7.11 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive, as may be clarified in the Rules and Regulations.

Section 7.12 No Hazardous Activities. No activity shall be conducted on, and no improvement shall be constructed on, any Property within the Community which is or might be unsafe or hazardous to any person or property, as may be clarified in the Rules and Regulations. No open fires shall be lighted or permitted on any Property within the Community except as may be established in the Rules and Regulations. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 7.13 Restriction on Signs and Advertising Devices. Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except such sign or signs as may be approved in writing by the Association. Political signs, which are signs intended to impact the outcome of an election or ballot issue, must be displayed in accordance with the Association's Rules and Regulations. One "For Sale" or "For Rent" sign and one security or alarm system sign may be displayed on the Lot, subject to any size, location and other specifications clarified in the Rules and Regulations or Architectural Guidelines.

Section 7.14 Outbuildings/Temporary Structures. An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, trailers, mobile homes, tents, shacks, barns, or detached garages or carports, shall be allowed on any Lot unless approved in writing by the Board of Directors or the Design Review Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 7.15 Prohibition of Marijuana Distribution and Growing. No Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana or medical marijuana. This prohibition may further be clarified by the Board of Directors through Rules and Regulations. Owners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

Section 7.16 Unsightliness, Weeds. All unsightly conditions, structures, facilities equipment, including but not limited to garden or maintenance equipment, and as may be further clarified in the Rules and Regulations, shall be enclosed within a structure except when in actual use. Weed, brush, or growth on any Lot shall be maintained in a sightly manner, as may be further clarified in the Rules and Regulations.

Section 7.17 Fences Prohibited. No fences shall be constructed along or adjacent to the boundary or lot line of any Lot, or any other portion of any Lot by any Owner, other than the fences and gates originally constructed by Declarant and replacements thereof, if any, or a gate

constructed in strict compliance with the design requirements described in the Design Guidelines.

Section 7.18 Rules and Regulations. In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 7.19 Compliance with Governing Documents, Insurance Requirements and Other Laws. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, Design Guidelines and the Rules and Regulations of the Association, as amended. Nothing shall be done or kept within the Community which may result in a material increase in the rates, or cancellation, of insurance maintained by the Association. No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 7.20 Use of the Words Riverdale Park Townhomes and Riverdale Park Townhomes Homeowners Association Inc. No resident or Owner shall use the words Riverdale Park Townhomes or Riverdale Park Townhomes Homeowners Association Inc. or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association; provided, however, that Declarant can use any of the foregoing terms in connection with the construction, marketing and sale of any new Lots and Townhomes within the Community.

Section 7.21 Garages. Each Owner of a Lot shall be entitled to the exclusive use and occupancy of the Garage which is appurtenant to such Lot as set forth on Exhibit C. The right to use and occupy the Garage may not be sold or conveyed separately from the Lot to which the Garage is appurtenant. The Association owns all Garages; however please refer to Exhibit B for maintenance and insurance responsibilities over the Garages. All Garages must be used for vehicle parking and not exclusively for storage. Every Lot Owner which has at least one passenger vehicle must use its appurtenant Garage for the parking of one of its vehicle(s).

Section 7.22 Charcoal Fueled Barbecue Grills. No charcoal fueled barbecue grills, hibachis or other cooking elements are permitted on or within any property within the Community without the prior written consent of the Board.

ARTICLE 8 ARCHITECTURAL APPROVAL/DESIGN REVIEW

This Article shall not apply to the construction activities of the Declarant, nor to improvements made on or behalf of the Association.

Section 8.1 Required Approval. No structures or appurtenances of any kind, including but not limited to, residences, outbuildings, accessory buildings, antennas (except as otherwise permitted under this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, air conditioning/heating equipment, windows, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot on the exterior portion of the Townhome ("Exterior Improvements"), nor shall any alteration or change to the Exterior Improvements or to any structure or any attachment to the exterior of a Townhome (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Design Review Committee ("Committee") as may be outlined in the Design Guidelines.

An Owner may remodel, paint or redecorate the interior of structures without approval; provided, however, that any modification to the interior of screened porches, patios and similar portions of the Lot visible from the outside of the structure shall be subject to Committee approval.

The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of walls and grading plan, as well as such other materials and information as may be required by the Committee.

Section 8.2 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;
- (b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;
- (c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;
- (d) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;
- (e) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection;

(f) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Committee's approval;

(g) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(h) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 8.3 Architectural Criteria. The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, the following: (i) the improvement is not detrimental to the appearance of the surrounding areas of the Community as a whole, (ii) the appearance, exterior design, materials and colors of the improvement will be in harmony with the surrounding areas of the Community and will be substantially consistent with the specific provisions or intent of the Design Guidelines (as defined below), (iii) the improvement does not detract from the beauty, wholesomeness, and attractiveness of the Community, (iv) the proposed changes in topography properly relate to adjacent Lots and the Community as a whole; and (v) that the upkeep and maintenance of the proposed improvement will not become a burden on the Association.

Upon its review of such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

Section 8.4 Establishment of the Committee. The Committee shall consist of a minimum of three members appointed by the Board of Directors. If no Committee is appointed, the Board of Directors shall act as the Committee. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 8.5 Design Guidelines. The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors ("Design Guidelines"). These Design Guidelines may specify substantive standards for styles of architecture, colors and features, as well as standards or rules related to the procedures, materials

to be submitted, and fees in connection with the approval of any proposed improvement to the Property.

Section 8.6 Reply and Communication. The Committee shall reply to all submittal of plans made in accordance herewith in writing within 60 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 60 days after the Committee has received the plans and specifications, approval shall be deemed to be denied. Nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, Design Guidelines, the Rules and Regulations or any architectural guidelines adopted by the Board. All communications and submittals shall be addressed to the Committee in care of the Association.

Section 8.7 Condition of Approval. In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of an application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 8.8 Commencement and Completion of Construction. All improvements approved by the Committee must be commenced promptly and diligently. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all approved work shall be completed within one year of the date of approval, or such shorter period as may be stated on the approval, unless a written extension is provided by the Committee. If not completed within one year from the date of approval and without a written extension from the Committee, the approval is automatically withdrawn and the Owner must re-submit for approval.

Section 8.9 Inspection. Notice of Noncompliance. Upon completion, the Owner shall give written Notice of Completion to the Committee, which may then inspect the improvement for compliance. If as a result of inspection or otherwise, the Committee determines that the improvement has been made without approval or not in complete conformity of the approval, or any additional conditions imposed for the approval, the Committee shall provide notice of noncompliance to the Owners and shall advise the Board of Directors of such violation of the Governing Documents. The Board of Directors may enforce such violation per Section 10.1 of this Declaration and any policy of enforcement adopted by the Board.

Section 8.10 Right to Appeal. If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors within 10 days of the notice of the disapproval or conditional approval. The Board of Directors shall review the decision of the

Committee pursuant to the criteria set forth in this Article and the architectural guidelines. Any decision of the Committee may be overruled and reversed on appeal by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and/or the guidelines.

Section 8.11 Variances. The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or Design Guidelines when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental conditions required.

Section 8.12 Waivers. The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 8.13 Liability. The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. The Committee shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements.

Section 8.14 Meetings and Records. The Committee shall meet as necessary to perform its duties in a timely manner. The Association shall maintain written records of all architectural approval applications submitted and all actions taken and decisions made with respect thereto. Such records shall be open and available for inspection and copying by any Owner and such Owner's designated agent(s) during reasonable hours of the business day according to any policy adopted by the Board.

Section 8.15 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right but not the obligation to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Additionally or in the alternative, the Association may levy fines after notice and an opportunity for a hearing. Failure of the Association to enforce any covenant or restriction in this Section shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 9 INSURANCE

Section 9.1 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. All insurance purchased by the Association shall be purchased from companies with ratings of "A" or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

Section 9.2 Real Property Insurance on the Townhomes and Common Areas.

(a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Areas, the Townhomes as clarified on Exhibit B, and the other property of the Association.

(b) The Association's insurance policy shall cover that property within the Community as set forth in Exhibit B of this Declaration, regardless of ownership.

(c) If the Board of Directors changes policies so that a lesser level of coverage is provided, the Board shall notify all Owners in writing at least 10 days prior to the commencement of the policy with reduced coverage.

(d) All policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such first mortgagee, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of Adams County.

(e) The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Community by the Board of Directors.

(f) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent 100% of the replacement value of all facilities in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.

(g) At the discretion of the Board of Directors, the Association may obtain an appraisal for insurance purposes which shall be maintained as a permanent record showing that the insurance in any year represents 100% of the replacement value of each Lot and the facilities in the Common Area.

(h) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

Section 9.3 Association Flood Insurance. The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 9.4 Liability Insurance. The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering all of the Townhomes (excluding liability within each Townhome) and the Common Areas, including structural coverage of the Townhomes, in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of \$1,000,000.00, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Lots and the Common Area. The foregoing liability insurance shall name the Association as the insured.

Section 9.5 Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees, volunteers and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The clause "officers, directors, trustees and employees" shall not include any officer, director, agent or employee of any independent, professional manager or managing agent heretofore or hereafter employed by the Association. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law. At the time this Declaration is recorded, the Act requires coverage to be not less in aggregate than two months' current assessments plus reserves, as calculated from the current budget of the Association. If the Association retains a Managing Agent, the Managing Agent shall be required to provide such fidelity insurance covering itself and its employees and naming the Association as the loss payee.

Section 9.6 Workers Compensation. The Association shall obtain and maintain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in forms now or hereafter required by law.

Section 9.7 Director and Officer Liability Insurance. The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers.

Section 9.8 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 9.9 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available and necessary, policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 45 days prior written notice to all of the Owners, holders of First Mortgages and the Association.

(d) If requested, certificates of insurance and renewals thereof, together with proof of payments of premiums, shall be delivered to all First Mortgagees at least 10 days prior to expiration of the then current policies.

(e) All liability insurance shall be carried in blanket form naming the Association, the Board, the manager or managing agent, if any, and the officers of the Association, as insureds.

(f) Prior to renewing casualty insurance and not less than every three years, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement cost of the Townhomes and the Common Area, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

(g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such

policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 9.10 Insurance Obtained by Owners. Each Owner shall be responsible for maintaining blanket "all-risk" insurance which covers his Lot providing full replacement cost to the extent not covered by policies maintained by the Association, as may be further clarified in Exhibit B. Such insurance shall include, but may not be limited to, furnishings and personal or other property in the Townhome and liability insurance for injury, death or damage in the Townhome or upon the Lot. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Section 9.11 Insurance Premium. Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 9.12 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage.

Section 9.13 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any First Mortgagee. The Association shall hold any insurance proceeds in trust for the Association, Owners and first mortgagees as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Owners and First Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored. If the insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment to cover the short fall (or deductible) pursuant to this Declaration.

Section 9.14 Duty to Repair. Any portion of the Property and Common Area for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner. In the event of damage or destruction of any improvements on any Lot, subject to the Association's obligation, if any, to restore such damage or destruction as set forth herein, the Owner thereof shall cause the damaged or destroyed improvement to be replaced or restored to its original condition or to such other condition approved in writing by the Design Review Committee, or to be demolished and, until a new improvement approved by the Design Review Committee is constructed, cause the Lot to be

suitably landscaped, so as to present a pleasing and attractive appearance, in the discretion of the Committee.

Section 9.15 Condemnation and Casualty Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be to the parties as their interests and rights are determined or allocated by record or as set forth in the Act.

Section 9.16 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

(a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area unless the damage is the liability of an Owner, his family, guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Lot unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible. Owners are encourage to carry loss assessments coverage under the Owner's policy for this purpose. If a negligent Owner fails to pay the deductible for damage to a Lot, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments. If a Lot or Party Wall is damaged, then the Owner of that Lot or the Owners sharing the Party Wall shall have primary responsibility, either directly or through his insurance company, for handling and paying for, any work, repairs, reconstruction or replacement.

Section 9.17 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the Special Assessment procedure set forth this Declaration, the insurance Assessment shall be ratified unless vetoed by 90% of the Members pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 9.18 Association as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to this Article upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration. Acceptance by a

grantee of a deed or other instrument of conveyance conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. Furthermore, if so requested, an Owner shall execute a separate instrument specifically setting forth this appointment.

Section 9.19 Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary in this Declaration, the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in payment of Assessments owed to the Association under this Declaration hereof, then the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

ARTICLE 10 DECLARANT'S RIGHTS AND RESERVATIONS

Section 10.1 Declarant's Rights and Reservations. Declarant hereby retains and reserves the rights set forth in this Article 10 and those identified in the Act as Special Declarant Rights, with respect to the Association and the Property until April 21, 2021, or until Declarant has sold all Lots That May Be Created under Section 2.2 and this Article 10 to a person or entity other than another Declarant, whichever occurs first. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any property within the Community is conveyed by Declarant whether or not specifically stated therein. The rights, reservations, and easements hereinafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of this Declarant. Declarant's consent to any one such amendments shall not be construed as consent to any other subsequent amendment.

Special Declarant Rights are defined as the following: to complete improvements indicated on plats and maps filed with the Declaration; to exercise any development right; to maintain sales offices, management offices, signs advertising the Community, and models; to use easements through the Common Areas for the purpose of making improvements within the Community or within real estate which may be added to the Community; to make the Community subject to a master association; or to merge or consolidate a common interest community of the same form of ownership.

Section 10.2 Requirements for Turnover of Declarant Control. On or before the Turnover Date, the Declarant shall deliver to the Association all property of the Owners and the Association held by or controlled by the Declarant, including, without limitation, the following items:

(a) The original or a certified copy of the recorded Declaration as amended, the Association's Articles of Incorporation, By-Laws, minute books, other books and records, and any Rules and Regulations which may have been promulgated.

(b) An accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Declarant Control Period ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Association; provided that, if then permitted by the Act, the Association rather than the Declarant shall pay for the audit. The requirement for an audit may be waived by the Declarant to the extent permitted by the Act.

(c) The Association funds or control thereof.

(d) All of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or, to the extent required by the Act, all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Areas, and inventories of these properties.

(e) To the extent required by the Act, a copy of any plans and specifications used by Declarant in the construction of any improvements within the Community.

(f) All insurance policies then in force, in which the Owners, the Association or its members of the Board of Directors and officers are named as insured persons.

(g) Copies of any certificates of occupancy that may have been issued with respect to the improvements located on Association Properties.

(h) Any other permits issued by governmental bodies applicable to the Subdivision and which are currently in force or which were issued within one year prior to the date on which the Declarant Control Period ended.

(i) Written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective.

(j) A roster of Owners and First Mortgagees and the addresses and telephone numbers, if known, as shown on the Declarant's records.

- (k) Employment contracts in which the Association is a contracting party.
- (l) Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the persons performing the services.

Section 10.3 Right to Construct Additional Improvements on Association Properties.

Declarant shall have and hereby reserves the right, but shall not be obligated to, convey Association Properties to the Association and construct additional improvements on Association Properties at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners. Declarant may convey or transfer such improvements and Common Areas to the Association if Declarant has elected to construct such improvements. The Association shall be obligated to accept title to, care for, and maintain the same as Association Properties as elsewhere provided in this Declaration. Association Properties and improvements conveyed by Declarant to the Association shall be conveyed free and clear of any Mortgage or lien (other than a lien for any tax or assessment not yet due and payable) arising by reason of Declarant's promise or failure to pay any monetary obligation of Declarant. Declarant's right in this regard specifically includes the right to:

- (a) Create additional Lots or Units, Common Areas within the Community;
- (b) Add all or any part of the Additional Property to the Community;
- (c) Subdivide Lots or Units or convert Lots or Units in Common Areas; and
- (d) Withdraw property from the Community.

Section 10.4 Declarant's Rights to Use Association Properties in Marketing of Community Area. Until Townhomes have been constructed on all of the Lots that may be created and sold to Owners for the purpose of occupancy of the Townhomes thereon, Declarant shall have and hereby reserves the right to reasonable use of the Association Properties and of services offered by the Association in connection with the promotion and marketing of the Community. Without limiting the generality of the foregoing, until Townhomes have been constructed on all of the Lots that may be created and all of the Lots that may be created have been sold by Declarant to Owners for the purpose of occupancy of the Townhomes thereon, Declarant may erect and maintain on any part of the Association Properties such signs, temporary buildings, and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development, and marketing of real property within the Community; may use vehicles and equipment on Association Properties for promotional purposes; may permit prospective purchasers of property within the boundaries of the Community who are not Owners or Members of the Association to use Association Properties at reasonable times and in reasonable numbers; and may refer to the Association Properties and to the Association and services offered by the Association in connection with the development, promotion, and

marketing of property within the boundaries of the Community. Declarant shall pay any costs and expenses arising from its use of Association Properties in accordance with this Section 10.4.

Section 10.5 Declarant's Rights to Complete Development of Community. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete development of property within the boundaries of the Community or elect not to complete development of any part of the Community; to develop Association Properties or to construct improvements to Property thereon, whether or not required by the Plat or any other requirements imposed by the City in connection with the approval of the Plat; to construct or alter improvements on any property owned by Declarant within the Community; to maintain model homes and offices for construction, sales purposes, or similar facilities on any property owned by Declarant within the Community; or to post signs or do any other act or thing incidental to development, construction, promotion, marketing, or sales of property within the boundaries of the Community. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals: (a) to excavate, cut, fill, or grade any property owned by Declarant or to construct, alter, demolish, or replace any improvements on any property owned by Declarant; (b) to use any structure on any property owned by Declarant as a construction office, model home, or real estate sales office in connection with the sale of any property within the boundaries of the Community; (c) to store construction materials, supplies, equipment, tools, waste or other items on property within the Community that is owned by Declarant; (d) to require Declarant to seek or obtain the approval of the Design Review Committee or of the Association for any such activity or improvement to Property on any property owned by Declarant; or to develop Association Properties or to construct improvements to Property thereon, whether or not required by the Plat or any other requirements imposed by the City in connection with the approval of the Plat, or to seek or obtain the approval of the Design Review Committee or the Association for any such activity or improvement to Property. Nothing in this Declaration shall limit or impair the served rights of Declarant as elsewhere provided in this Declaration.

Section 10.6 Declarant's Approval of Conveyances or Changes in Use of Association Properties. During the Declarant Control Period, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change, or alter the use of Association Properties, mortgage Association Properties, or use Association Properties other than solely for the benefit of Members or as specifically allowed hereunder.

Section 10.7 Declarant's Rights to Grant and Create Easements. Until Townhomes have been constructed on all of the Lots That May Be Created and all of the Lots That May Be Created have been sold by Declarant to Owners for the purpose of occupancy of the Townhomes thereon, Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities, drainage, water, and other purposes incident to development and sale of the Community located in, on, under, over, and across: (a) Association Properties; (b) the five (5) feet of each Lot adjoining each of the exterior boundaries of such Lot; and (c) the portions of the Community affected by the easements reserved on the recorded plats

for the Community. Declarant may, at any time, grant or create temporary or permanent easements on Lots owned by Declarant. Within these easements, including any easements previously granted under the Declaration, unless the consent of the holder of such easement rights is obtained, no structure, planting or other improvements or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or adversely affect established drainage patterns or the direction and flow of drainage, or obstruct or retard the flow of water as contemplated by the Established Drainage Pattern. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot on which said easement is located, except for those improvements for which a public authority or private utility company is responsible. Declarant's right to grant and create easements as described herein shall be transferred and shall devolve upon the Association upon conveyance by Declarant of the last Lot that may be created to the first Owner (other than Declarant).

Section 10.8 Declarant's Rights to Convey Property to Association. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon to the Association at any time and from time to time in accordance with this Declaration.

Section 10.9 Declarant's Right to Annex Additional Property to Community. Declarant shall have, and hereby reserves the right, but shall not be obligated, from time to time, to annex to the Community any part or all of the real property described on Exhibit D attached hereto and by this reference made part hereof (the "Additional Property"); provided that Declarant shall not be entitled to annex portions of the Additional Property (other than those dedicated for public use) not owned by Declarant without the consent of the owner thereof. In order to annex any part or all of the Additional Property to the Community, the Declarant shall be required to execute and record a Notice of Annexation which describes the real property being annexed, refers to this Declaration, including the date and reception number of the Recordation of this Declaration, states that the Additional Property (or specified portion thereof) is, by such Notice of Annexation, being annexed to the Community. If the Additional Property or portion thereof being annexed by such Notice of Annexation is not owned by Declarant, the Notice of Annexation shall also be required to be executed by the owner thereof. Such annexation shall not require the consent of the Owners or Mortgagees of any other Lots but shall, if Declarant desires to attempt to obtain FHA or VA approval of the property being annexed, be subject to a determination by FHA or VA that the annexation is in accord with a general plan approved by it and that the structures to be located thereon will be of comparable style, quality, size and cost to the existing improvements. Any portion of the Additional Property so annexed to the Community shall be subject to the terms and conditions of this Declaration from and after the date of the recording of the Notice of Annexation annexing such portion of the Additional Property to the Community.

ARTICLE 11
MISCELLANEOUS AND GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote or use Common Area;

(iii) exercising self-help or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such

maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action.

Section 11.2 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 11.3 Covenants to Run. All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.

Section 11.4 Termination. Termination of this Common Interest Community shall be in accordance with the Act.

Section 11.5 Attorney Fees. If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 11.6 Amendment.

(a) Amendment by Declarant. Declarant may make amendments to this Declaration as necessary and as required by the Act in connection with the exercise of any rights reserved by the Declarant under this Declaration.

(b) Amendment by Owners. Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new

provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least a majority of the votes in the Association. Said votes may be obtained in any method allowed by the Governing Documents of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the Adams County, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 11.7 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 11.8 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 11.9 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 11.10 Non-Waiver. Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 11.11 Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 11.12 Challenge to this Amendment. All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

Section 11.13 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11.14 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or any of the agents or employees of any of them in connection with any portion of the Community, or any improvement thereon, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing in a separate instrument executed by such person.

Section 11.15 Special Rights of First Mortgagees. The First Mortgagee as to any Lot in the Community, upon filing a written request therefor with the Association, shall be entitled to: (a) written notice from the Association of any default by the mortgagor of such Lot in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, which default is not cured within sixty(60) days after the Association learns of such default; and (b) examine the books and records of the Association during normal business hours.

Section 11.16 First Mortgagee Exemption from Rights of First Refusal. Any such First Mortgagee who obtains title to any Lot pursuant to the remedies provided in the Mortgage held by such First Mortgagee or pursuant to any foreclosure of Mortgage or by deed or assignment in lieu of foreclosure shall be exempt from any right of first refusal if any such right of first refusal is ever contained in this Declaration or any Supplement to this Declaration.

Section 11.17 Priority of First Mortgage Over Assessments. Subject to Section 38-33.3-316 of the Act, the First Mortgagee as to any Lot who obtains title to such Lot pursuant to the remedies provided in the Mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure shall take title to the Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such holder acquires title to such Lot.

Section 11.18 First Mortgagee Right to Pay Taxes and Insurance Premiums. Any First Mortgagee or any such First Mortgagees, jointly or singly, shall be entitled to pay any taxes or other charges which are in default and which may or have become a charge against any of the Association Properties and may pay any overdue premiums on hazard insurance policies for any Association Properties, and the First Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

Section 11.19 Amendment Required by Government Mortgage Agencies. Notwithstanding anything to the contrary contained in this Declaration, if Declarant shall determine that any amendments to this Declaration or to the Articles of Incorporation or By-Laws of the Association shall be necessary in order for existing or future Mortgages to be acceptable to any Government Mortgage Agencies, such amendments may be made solely by Declarant. "Government Mortgage Agencies" shall mean the FHA, the VA, the FHLMC, the GNMA, the FNMA, or any other governmental or quasi-governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities. "FHA" shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development, including such department or agency of the United States Government as shall succeed to the FHA in insuring notes secured by mortgages and deeds of trust on residential real estate. "VA" shall mean the Veterans Administration of the United States of America, including such department or agency of the United States Government as shall succeed to the VA in its present function of issuing guarantees with respect to notes secured by Mortgages on residential Lots. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation or The Mortgage Corporation created by Title III of the Emergency Home Finance Act of 1970, including any successor thereto. "FNMA" shall mean the Federal National Mortgage Association, a governmental-sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban

Development Act of 1968, including any successor thereto. "GNMA" shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, including any successor thereto. Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees. Each such amendment shall be made, if at all, by Declarant prior to the conveyance of the last Lot owned by Declarant to the first Owner (other than Declarant or any Limited Declarant) and each such amendment shall be subject to the written approval of the VA or FHA.

Section 11.20 Claims against Declarant as to Association Owned Properties.

(a) Limitation on Nature of Claims Against Declarant, Waiver and Release of Claims. To the extent permitted by Section 3.9, the Association may bring claims against Declarant with respect to Association Owned Properties; provided that any such claims shall be limited as follows:

1. Nature of Claims. No claim may be brought against Declarant on any basis except for a claim that any improvement or other work done by Declarant on Association Owned Properties contained flaws or imperfections (i) that would not be present if the improvement or other work had been performed in accordance with applicable building code or similar legal requirements or in accordance with normal industry standards for such type of work or improvement in similar situations and (ii) such flaw or imperfection (a) materially adversely affects the structural integrity of such improvement, (b) jeopardizes the life or safety of those using such improvement, or (c) has an obvious and material adverse impact on the appearance of the improvement that is of such magnitude that it is not reasonable for the Association to fail to repair it (which flaws or imperfections are sometimes referred to herein as "Flaws Requiring Repair").

2. Limitation on Relief. No claim may be brought against Declarant for any relief other than for an order requiring Declarant to correct one or more Flaws Requiring Repair, provided that, if the Association has given Declarant notice of any Flaw Requiring Repair and Declarant has failed to commence the correction of the same within a reasonable time (which shall not in any event be less than one hundred twenty (120) days) after receipt of such notice and thereafter fails to commence the correction of the the same within thirty (30) days after Association has given Declarant a second notice specifically stating that Declarant has failed to commence such work within the initial 120-day period, if the Association has thereafter corrected the Flaw Requiring Repair, the Association may make claim to be reimbursed for the reasonable costs incurred in by the Association in correcting the same.

3. Exclusions. Notwithstanding any other provision hereof, Declarant shall not be responsible for, and Association shall not have any claim against Declarant for any of the following (the Exclusions"):

(i) Any damage, flaw, or imperfection that is caused by or results from fire or other casualty, ordinary wear or tear or deterioration of materials, failure of the Association to properly maintain and repair, pollution or contaminants not introduced or released by Declarant, any matter released by Association in Section 3.9 or Section 11.20 or any other provision of this Declaration, loss of use of the property (including any loss of income resulting therefrom), or any similar matter.

(ii) Any damage, flaw, or imperfection that results from or is made worse by the failure of the Association to give Declarant notice in the time required by Section 11.20(a)(5) or the failure of Association to take proper measures to minimize the effect of any Flaw Requiring Repair, alterations or changes to the property made by any party other than Declarant, changes in the grading of the ground around the property by anyone other than Declarant, or the failure to maintain proper drainage away from any structure or improvement.

(iii) Any damage to or flaw or imperfection in appliances or other property that is warranted by its manufacturer, personal property, or other property other than Association Owned Properties conveyed by Declarant to the Association.

(iv) Any damage, flaw, or imperfection that results from any cause other than a Flaw Requiring Repair.

(v) Any non-conformity to local building codes, other governmental regulations, or plans and specifications that has not resulted in a Flaw Requiring Repair.

(vi) Any damage, flaw or imperfection in any portion of an Association Owned Property not in place at the time it was conveyed by Declarant to the Association.

(vii) Any damage, flaw, or imperfection resulting from changes in the level of the underground water table.

(viii) Any damage, flaw, or imperfection resulting from insects, vermin, other animals, radiation, electromagnetic fields or radiation, mold, or radon.

(ix) Any damage, flaw, or imperfection resulting from dampness or condensation due to the failure to maintain adequate ventilation.

4. No Other Claims. The Association shall not be permitted hereby to bring any other claims against Declarant with respect to Association Owned Properties. The Association shall not be permitted to bring any claim hereunder for any consequence of any defect in any construction by Declarant on any Association Owned Properties. Without limiting the generality of the foregoing provisions of this Section 11.20(a)(4), the Association may not bring, and hereby waives and releases, any claims against Declarant (and its officers, directors, shareholders, owners, employees, contractors and agents) for any WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, SUITABILITY FOR HABITATION, CONFORMANCE TO BUILDING CODES AND OTHER GOVERNMENTAL REGULATIONS, ABSENCE OF EXPANSIVE SOILS, ABSENCE OF ADVERSE SOILS AND ADVERSE CONDITIONS, DESIGN, CONDITION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; ABSENCE OF RADON, ABSENCE OF RADIATION AND ELECTROMAGNETIC RADIATION, ABSENCE OF MOLD, NEGLIGENCE IN THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS, OR ANY CONSEQUENCE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR CONSEQUENTIAL OR PUNITIVE DAMAGES, STATUTORY AND OTHER PENALTIES, TREBLE DAMAGES, EMOTIONAL DISTRESS, MENTAL OR PHYSICAL ILLNESS, BODILY INJURY AND DEATH, MEDICAL, HOSPITAL, AND REHABILITATION COSTS, PAIN AND SUFFERING, LOSS OF INCOME, WAGES, AND EMPLOYMENT, LOSS OF USE, LOSS OF VALUE, LOSS OF OPPORTUNITY, LOSS OF INFLATIONARY INCREASES IN VALUE OR THE TIME VALUE OF MONEY, STIGMA DAMAGE, ECONOMIC LOSS OF ANY KIND, ANY SIMILAR LOSS, PERSONAL INJURY, AND DAMAGE TO REAL OR PERSONAL PROPERTY.

5. Limitation on Time to Initiate Claims Against Declarant. Any claim by the Association against the Declarant permitted by this Section 11.20 shall be brought, if at all, on or before the first to occur of (i) the expiration of the statute of limitations with respect to the work on the Association Owned Property or improvement thereto performed by Declarant that is the subject of the Association's claim or (ii) the last to occur of (a) the second (2nd) anniversary after the substantial completion of the work on the Association Owned Property or improvement thereto performed by Declarant that is the subject of the Association's claim, (b) the first (1st) anniversary of the transfer of such Association Owned Property or improvement by Declarant to the Association, and (c) the first (1st) anniversary of the end of the Declarant Control Period.

(b) Dispute Resolution. Any claim brought by the Association against Declarant with respect to any Association Owned Properties shall be governed by and subject to all the restrictions contained in Section 11.22.

(c) No Joinder. Any claim by the Association against Declarant under this Section 11.20 shall be limited to issues described in Section 11.20(a)(1) relating to the Association Owned Properties, and no such claim shall be joined with or otherwise combined with any other claim or with issues relating to any other aspect of any Lot, Townhome or the Community or any other property. Without limiting the generality of the foregoing, no other claim by or on behalf of the Association may be combined in any proceeding with or joined with any claim or claims regarding one or more Association Owned Properties.

(d) Declarant Consent. Declarant hereby consents to and agrees to be bound by the provisions of Section 11.22.

(e) No Amendment. Notwithstanding any other provision of this Declaration, the provisions of this Section 11.20 may not be amended, modified, or repealed except by the Recording of a written statement of amendment executed and acknowledged before a Notary Public by (i) Declarant and (ii) all of the Owners of all of the Lots not then owned by Declarant.

Section 11.21 Claims against Declarant as to Common Elements.

(a) Limitation on Nature of Claims against Declarant, Waiver and Release of Claims. The Association may bring claims against Declarant on behalf of all of the Owners owning any Common Element or Common Elements with respect to Construction Defects in such Common Element or Common Elements that are covered by a written warranty from Declarant (a "Limited Warranty"); provided that any such claims shall be limited as follows:

1. Construction Defect. As used herein, "Construction Defect" shall have the meaning provided in the Limited Warranty.
2. Nature of Claims. No claim may be brought against Declarant on any basis except for a Construction Defect that Declarant is required to correct under a Limited Warranty.
3. Claim Must Relate to Common Elements. The Association shall not be permitted to bring any claim against Declarant for a Construction Defect affecting a Common Element unless, under the specific terms of the Limited Warranty, the Construction Defect is one as to which the Association (and not the Owner or Owners) is entitled to bring the claim. The Association shall not be entitled to bring claims that any Owner or Owners are, under the terms of the Limited Warranty, entitled to bring.

4. Limitation on Claims for Relief. No claim may be brought against Declarant for any relief other than the relief provided for in the Limited Warranty. Any claim against Declarant shall be subject to all of the terms and conditions provided in the Limited Warranty.

5. No Joinder. No proceeding brought by the Association under this Section 11.21 shall be combined with issues relating to any other aspect of any Association Owned Property, Association Property, Common Area, Lot, Townhome or the Community or any other property.

6. No Other Claims. The Association shall not be permitted hereby to bring any other claims against Declarant with respect to Common Elements. The Association shall not be permitted to bring any claim hereunder for any consequence of any Construction Defect in any Common Element. Without limiting the generality of the foregoing provisions of this Section 11.21(a)(6), the Association may not bring, and hereby waives and releases, any claims against Declarant (and its officers, directors, shareholders, owners, employees, contractors, and agents) for any WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, SUITABILITY FOR HABITATION, CONFORMANCE TO BUILDING CODES AND OTHER GOVERNMENTAL REGULATIONS, ABSENCE OF EXPANSIVE SOILS, ABSENCE OF ADVERSE SOILS AND ADVERSE CONDITIONS, DESIGN, CONDITION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF RADON, ABSENCE OF RADIATION AND ELECTROMAGNETIC RADIATION, ABSENCE OF MOLD, NEGLIGENCE IN THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS, OR ANY CONSEQUENCE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR CONSEQUENTIAL OR PUNITIVE DAMAGES, STATUTORY AND OTHER PENALTIES, TREBLE DAMAGES, EMOTIONAL DISTRESS, MENTAL OR PHYSICAL ILLNESS, BODILY INJURY AND DEATH, MEDICAL, HOSPITAL, AND REHABILITATION COSTS, PAIN AND SUFFERING, LOSS OF INCOME, WAGES AND EMPLOYMENT, LOSS OF USE, LOSS OF VALUE, LOSS OF OPPORTUNITY, LOSS OF INFLATIONARY INCREASES IN VALUE OR THE TIME VALUE OF MONEY, STIGMA DAMAGE, ECONOMIC LOSS OF ANY KIND, ANY SIMILAR LOSS, PERSONAL INJURY, AND DAMAGE TO REAL OR PERSONAL PROPERTY.

(b) Dispute Resolution. Any claim brought by the Association against Declarant with respect to any Common Elements shall be resolved in accordance with the provisions for resolving such claim contained in the Limited Warranty or Limited Warranties received by the Owners of the Common Elements from Declarant, including without limitation the requirements thereof that all disputes be resolved by binding arbitration. If the applicable Limited Warranties do not have provisions requiring that all

disputes be resolved by binding arbitration, or such provisions are not applicable, any claim brought by the Association against Declarant with respect to any Common Elements shall be resolved in accordance with and subject to all the restrictions contained in Section 11.22.

(c) Declarant Consent. Declarant hereby consents to the provisions of this Section 11.21 and agrees to be bound by the provisions of Section 11.21(b) providing for resolution of disputes by binding arbitration in accordance with the provisions of the applicable Limited Warranty or, if none, the provisions of Section 11.22.

(d) No Amendment. Notwithstanding any other provision of this Declaration, the provisions of this Section 11.21 may not be amended, modified, or repealed except by the Recording of a written statement of amendment executed and acknowledged before a Notary Public by (i) Declarant and (ii) all of the Owners of all of the Lots not then owned by Declarant.

Section 11.22 Dispute Resolution

(a) Arbitration Is Exclusive Method of Dispute Resolution. Any claim that the Association is permitted to bring against Declarant under Section 11.20 or (if the applicable Limited Warranties do not have provisions requiring that all disputes be resolved by binding arbitration) Section 11.21, any dispute as to whether Sections 11.20 - 11.22 (if the applicable Limited Warranties do not have provisions requiring that all disputes be resolved by binding arbitration) or Section 3.9 is applicable to any claim by the Association, and any dispute between Declarant and the Association as to any similar matter shall be resolved exclusively by binding arbitration initiated and conducted in accordance with the provisions of this Section 11.22. The Association (and, in the case of any claim as to the Common Elements, all Owners of the Common Elements) shall be bound by the Final Award entered in such an arbitration and shall abide thereby. Nothing contained in this Section 11.22 shall be construed as precluding the enforcement of any Final Award in a court of competent jurisdiction. As used herein, "Proceeding Property" shall mean, in any proceeding regarding an Association Owned Property, such property or properties and, in any proceeding regarding one or more Common Elements, such Common Elements.

(b) Initiation of the Proceeding. In the event of any dispute between the Association and Declarant hereunder, either party may initiate an arbitration proceeding (the "Proceeding") to resolve such dispute. The Proceeding shall be initiated in the manner provided by the Construction Industry Arbitration Rules or any replacement therefor (the "Construction Rules") of the American Arbitration Association (the "AAA"), as in effect at the time the Proceeding is initiated. The demand initiating the Proceeding shall request that the AAA, acting through its Regional Office, designate a five-member panel from the National Panel of Construction Industry Neutrals as the potential arbitrators. The demand for arbitration shall specifically call the attention of the AAA to the procedure for selecting the Arbitrator provided for in Section 11.22(d). If

the Association initiates a Proceeding, Declarant shall, within twenty (20) days after receiving notice thereof, reimburse the Association for the amount paid by the Association to AAA to initiate the Proceeding, not to exceed \$750.00. Such payment and reimbursement shall be subject to the provisions of Sections 11.22(i) and 11.22(j) so as to be subject to being recovered by the Prevailing Party.

(c) No Joinder or Consolidation; No Surrogate Party. Unless otherwise agreed in writing by the Association and Declarant, the Proceeding shall be limited to issues relating to the claims made with respect to the Proceeding Property and shall not be combined with issues relating to any other Association Owned Property, Lot, Townhome, improvement, Declaration, structure or property or to any claims or issues involving any party other than the Association (and, with respect to issues involving a Common Element, the Owners of such Common Element, whom the Association represents) and Declarant. In no event shall the Proceeding involving any issues other than those that are permitted to be brought under Sections 11.20 or 11.21.

(d) Selection of Arbitrator. The AAA shall promptly select the five panel members from the National Panel of Construction Industry Neutrals and notify both parties in writing of the names and addresses of the five panel members. Within twenty one (21) days after the date of the AAA's notice of the names of the five panel members, the parties shall meet at a mutually agreeable time and place to select the arbitrator from such panel. If no such time and place is agreed to by the parties, the time shall be on the tenth (10th) day following the date of the AAA's notice or, if such day is not a regular business day in the Denver metropolitan area, on the next regular business day, at ten o'clock in the morning, local time, at the Declarant's principal place of business in Colorado. At such meeting, the parties shall select one arbitrator for the Proceeding (the "Arbitrator") from the five panel members, by mutual agreement, or, if the parties do not agree on a single arbitrator, the Arbitrator shall be selected in the following manner:

1. The Association shall eliminate one of the five members of the panel; then Declarant shall eliminate two of the remaining members of the panel; and then the Association shall eliminate one of the remaining members of the panel, at which point the last remaining member of the panel shall have been selected as the Arbitrator; or

2. At the Association's option, Declarant shall eliminate one of the members of the panel; then the Association shall eliminate two of the remaining members of the panel; and then Declarant shall eliminate one of the remaining members of the panel, at which point the remaining member of the panel shall be selected as the Arbitrator.

The parties shall immediately execute a notice to the AAA, advising of the selection of the Arbitrator, which shall in turn promptly give notice advising the parties and the Arbitrator of such selection. If the person selected as the Arbitrator does not qualify (because of a conflict, inability to act, or other reason), the process set forth above shall be repeated.

(c) Time for Hearing. Promptly after the Arbitrator has been appointed and notified of the Proceeding, the Arbitrator shall notify the parties of the time and place of the hearing (the "Hearing"). The Hearing shall take place in the metropolitan area of Denver, Colorado. The Arbitrator shall schedule the Hearing to occur promptly, and, if possible, during the thirty (30) day period commencing after the expiration of seventy five (75) days after the selection of the Arbitrator.

(f) Limited Discovery. The parties shall be entitled to take limited discovery only as follows:

1. Detailed Statement of Claims. Within fifteen (15) days after the Proceeding is commenced, the Association shall provide Declarant with a detailed statement of each of the Association's claims, specifying in each case the nature of the claimed defect in the specific Proceeding Property.

2. Inspections of Proceeding Property. Declarant (and its professional consultants) shall from time to time be permitted access to the Proceeding Property and each part of the Community that may be affected thereby and the opportunity to conduct inspections thereof, to conduct tests thereon and thereof, and to take samples therefrom, upon reasonable advance notice to the Association, and the Association shall arrange for the same with Owners as necessary.

3. Depositions of Parties. Declarant may conduct depositions of not more than two representatives of the Association with knowledge about the Proceeding Property who are designated by the Association. Declarant may also conduct one deposition of each Owner whose Lot is comprised of or affected by the Proceeding Property or who will be called to testify on behalf of the Association at the Hearing; the Association shall provide Declarant with a list of all such Owners. The Association may conduct depositions of two representatives of Declarant with knowledge about the Proceeding Property who are designated by Declarant. All such depositions shall pertain only to the specific Proceeding Property and the other portions of the Community that are affected thereby. Except as otherwise provided herein, the depositions shall be limited to no more than four (4) hours each. Except as provided for herein, the depositions shall be taken pursuant to the Colorado Rules of Civil Procedure.

4. Production of Documents from Parties. Declarant and the Association may each submit no more than four (4) requests for the production of documents from the other side. All such requests for production of documents shall pertain only to the Proceeding Property and the other portions of the Community that are affected thereby. Responsive documents shall be served within fifteen (15) days of the date of service. Except as otherwise provided herein, requests for production of documents shall be governed by the Colorado Rules of Civil Procedure.

5. Identification of Third-Party Experts and Third-Party Expert Reports. To the extent that either of the parties intend to offer expert testimony at the Hearing, the party who intends to offer such testimony shall identify all such expert witnesses at least forty-five (45) days prior to the Hearing. The identification shall be accompanied by an expert disclosure in compliance with Colo. R. Civ. P. 26(a)(2)(B).

6. Discovery from Experts. With respect to each expert identified by a party pursuant to Section 11.22(f)(5), the opposing party may conduct one deposition of each such expert (including any such experts who are employees of Declarant or the Association). Each such deposition of an expert shall be limited to no more than one day. Except as otherwise provided herein, the depositions shall be taken pursuant to the Colorado Rules of Civil Procedure.

7. Discovery from Third-Party Fact Witnesses. The parties may request that third-party fact witnesses produce documents relevant to the dispute pursuant to a Subpoena to be issued by the Arbitrator; provided, however, that all such Subpoenas for production of documents shall pertain only to the specific Proceeding Property which is the subject of the dispute and the other parts of the Community that may be affected thereby. Each party shall be limited to no more than two (2) third-party subpoenas.

8. Identification of Witnesses for Hearing. At least thirty (30) days prior to the Hearing, the parties shall identify all of the witnesses that they intend to present at the Hearing and present a summary of the testimony expected to be provided by each witness.

9. Identification of Exhibits for Hearing. At least fifteen (15) days prior to the Hearing, the parties shall identify, and provide copies of, all of the exhibits that they intend to offer at the Hearing.

In the event of any dispute regarding discovery, the Arbitrator shall resolve such dispute promptly upon the request of either party in a telephone or face-to-face hearing at the time and place specified by the Arbitrator. In the event of a discovery dispute, the Arbitrator may order any sanctions which a District Judge could enter under the Colorado Rules of Civil Procedure as then in effect and shall, at least, order any party found not to be cooperating, found to be causing delays, or found to be using discovery for purposes of harassment to pay the Arbitrator's fee for time spent in resolving such discovery dispute and reimburse the other party for attorneys' fees and costs incurred in connection with, or resulting from, such discovery dispute.

(g) No Official Stenographic Record. No official stenographic or other records will be made of the Hearing or any other stage of the Proceeding. Each party shall be free to have such records made as it determines. Neither party shall be entitled to make any submission after the Hearing.

(h) Substantive Award. The Arbitrator shall resolve all disputes in accordance with the terms and provisions of this Declaration. Within ten (10) days after the end of the Hearing, the Arbitrator shall notify both parties in writing of his award relating to the issues presented by the Proceeding (the "Substantive Award"). If the Arbitrator determines that Declarant is required to perform corrective work hereunder and has failed to perform corrective work hereunder in the time and manner required hereby, the Substantive Award shall list such corrective work and require Declarant to perform such work; provided that, if the Limited Warranty permits Declarant the option to choose from a variety of remedial actions, all such alternative actions and Declarant's right to choose among them shall be identified in the Substantive Award. The Substantive Award shall not require Declarant to pay damages to the Association or any Owner, and the Substantive Award shall not award any relief to the Association (either for itself or on behalf of any Owner) except to the extent permitted by Section 11.20 (as to Association Owned Properties) and except as permitted by the Limited Warranty (as to the Common Elements). The Arbitrator is not authorized to award punitive, exemplary, treble, or any similar damages or penalties and shall not do so. If the Substantive Award requires Declarant to perform any work on the Community and if the Arbitrator determines that the cost of the work required to be performed by Declarant has been or will be increased by reason of any failure of the Association or any Owner to timely perform their obligations, the Arbitrator shall determine the portion of the cost of the work so required which is attributable to the Association's or Owner's failure and require the Association to pay such portion promptly when billed by Declarant. The Substantive Award may include any sanctions imposed by the Arbitrator in accordance with this Section 11.22 but shall not include the determination of the Prevailing Party, which shall be determined in accordance with Section 11.22(i). Copies of the Substantive Award, executed by the Arbitrator, shall be forwarded by the Arbitrator to the Association, to Declarant, to the AAA, and otherwise as may be required by the Construction Rules.

(i) Prevailing Party. The Prevailing Party in the Proceeding shall be entitled to reimbursement from the other party (the "Losing Party") of its attorneys' fees and disbursements and the costs of the Proceeding. Which Party is the Prevailing Party shall be determined only in accordance with this Section 11.22(i) and Section 11.22(j). At any time prior to the commencement of the Hearing, either party may make a written offer to the other of the corrections, restorations, cost reimbursements for corrections already made, and other considerations which it is willing to make (in the case of Declarant) or which it is willing to accept (in the case of the Association) to resolve the issues giving rise to the Proceeding. Any such offer, to be considered for purposes hereof, shall be headed, or identified, as "Confidential Offer to Resolve Dispute." If the other party accepts such offer, this matter shall be settled in accordance with such offer, or, if the offer is not accepted, the Prevailing Party and Losing Party shall be determined in the following manner. If the Substantive Award made by the Arbitrator at the end of the Proceeding (not including any sanctions imposed in accordance with this Section 11.22) is not substantially more favorable to the offeree than the offer, the offeror shall be the Prevailing Party. If the Substantive Award is substantially more favorable to the offeree than the offer, the offeree shall be the Prevailing Party. If more than one such offer is

made, the determination of the Prevailing Party shall be based on that offer delivered closest to, but before, the third (3rd) business day before the commencement of the Hearing. If both the Association and Declarant make an offer and the Association would be the Prevailing Party as to one offer and Declarant would be the Prevailing Party as to the other offer, the Arbitrator shall determine that there is no Prevailing Party. If neither party makes an offer, and a substantial award is made in favor of the Association in the Substantive Award, the Association shall be the Prevailing Party. If neither party makes an offer and no award is made in favor of the Association in the Substantive Award or an award is made in favor of the Association in the Substantive Award that is not substantial, Declarant shall be the Prevailing Party. Whether an award is substantial or is substantially better than an offer shall be determined by comparing the relative magnitudes of each thereof or, if not made with reference to an offer, shall be determined by comparing the relative magnitude of the award made in the Substantive Award to the substantive relief requested. The notices containing offers made under this Section 11.22 (i) shall not be introduced into evidence or otherwise disclosed to the Arbitrator until after the Arbitrator has issued the Substantive Award.

(j) Attorneys' Fees; Costs. If either Declarant or the Association seeks to obtain reimbursement of its attorneys' fees and costs as the Prevailing Party, such party shall, within fourteen (14) days after the receipt of its copy of the Substantive Award, file a notice with the Arbitrator, and forward a copy to the other party, requesting that it be designated Prevailing Party and requesting that its attorneys' fees and costs be awarded. Any such request shall include:

1. A copy of the offer on which entitlement to designation as Prevailing Party is based.
2. For any attorneys' fees and disbursements requested, (a) an itemization of (i) attorney hours spent on a daily basis (which shall also show, on a daily basis, a description of the services performed), (ii) normal hourly rates, and (iii) total fees for attorney services (which shall be based only on such normal hourly rates and time spent), all reimbursable attorney disbursements, and all reimbursable costs of the Proceeding (such as AAA fees) and (b) the certificate of the lawyer for the submitting party certifying that the hours shown and descriptions of services are accurate and that the hourly rates stated are the normal hourly rates charged by such lawyer.

Failure to make such a submission within such period shall be a waiver of the right to recover attorneys' fees and costs. If a request for attorneys' fees and costs is made, the other party may object by written notice to any portions or all thereof within fourteen days after receiving such copy. Such written notice shall specify the grounds for such objection (which may include the objection that the seeking party is not the Prevailing Party and the parts or all of the fees or disbursements to which such party objects and any other appropriate objection) and shall be given to the Arbitrator and the requesting party. If the other party does not give notice objecting in such time, the Arbitrator shall determine that the requesting party is the Prevailing Party and the other party is the Losing Party and order the Losing Party to pay the attorneys' fees and

disbursements of the Prevailing Party as so requested. If the other party objects, or if both parties submit requests, the Arbitrator shall schedule a hearing for such length as the Arbitrator determines as promptly as reasonably possible. At the end of such hearing, the Arbitrator shall resolve the respective claims and objections of the parties, determine the Prevailing Party, if any, and Losing Party, if any, and, if there is a Losing Party, order the Losing Party to pay the Prevailing Party's reasonable attorneys' fees and reimbursable disbursements (including the fees of the AAA and of the Arbitrator already paid by the Prevailing Party) in the amount determined by the Arbitrator in accordance herewith. If there is no Prevailing Party, each party shall pay its own attorneys' fees and costs, and neither party shall be required to reimburse the other for costs and fees (including the AAA fee, except to the extent required by Section 11.22(b)).

(k) Arbitrator's Fees and Expenses. The Arbitrator's fees and expenses shall be determined in accordance with the Construction Rules. If there is no Prevailing Party and no Losing Party, the Arbitrator's fees and other costs of the Proceeding shall be paid equally by the parties. Otherwise, the Arbitrator's fees and all costs of the Proceeding (including the fees of the AAA) shall be paid by the Losing Party, and any portion thereof already paid by the Prevailing Party shall be reimbursed by the Losing Party. With his Final Award, the Arbitrator shall submit a final billing for his fees and costs, and the Losing Party shall promptly pay any additional amount due, or, if there is no Losing Party and no Prevailing Party, the parties shall each promptly pay one half of the Arbitrator's fees and costs. If the Losing Party objects to the Prevailing Party's attorneys' fees or disbursements or to the request for designation as Prevailing Party, the fees of the Arbitrator for resolving such dispute shall be paid either by the Prevailing Party or the Losing Party, or shared equally, as determined by the Arbitrator in the Arbitrator's discretion. In exercising such discretion, the Arbitrator shall attempt to allocate such fees for payment by the party which does not prevail in connection with any dispute about Prevailing Party, attorneys' fees, and disbursements.

(l) Final Award; Effect of Arbitrator's Award. When the matters referred to in Sections 11.22(i), 11.22(j) and 11.22(k) have been resolved, the Arbitrator shall issue a final award ("Final Award") which shall incorporate the Substantive Award and also incorporate any decisions made by the Arbitrator pursuant to Sections 11.22(i), 11.22(j) and 11.22(k) and any decision as to attorneys' fees and costs made pursuant to Section 11.22(f). The Final Award shall, as provided in Colorado Uniform Arbitration Act of 1975, C.R.S. §13-22-201 et seq. (the "Arbitration Act"), be held adjudicated, settled, and not open for review, either directly or indirectly, and may be used for any purpose contemplated by the Arbitration Act, including without limitation the entry of a judgment thereon; provided that, if the Final Award includes any award that the Arbitrator is not hereby authorized to make, the Final Award shall, to that extent only, be void and unenforceable. If the Arbitrator orders Declarant to perform work on the Proceeding Property, the Arbitrator shall retain jurisdiction of the Proceeding in order to resolve any disputes that may arise about the performance of such work. Any such retention of jurisdiction shall be set forth in the Final Award, which shall otherwise be final. If jurisdiction of the Proceeding is so retained, either party may, by motion to the Arbitrator, present any issue that may thereafter arise in connection with such retention of

jurisdiction. Provisions of sections 11.22(f) (except Sections 11.22(f)(3), 11.22(f)(4), 11.22(f)(5), 11.22(f)(6), and 11.22(f)(7)), 11.22(i), 11.22(j), and 11.22(k) shall be applicable to any determinations that the Arbitrator makes in connection with such retention of jurisdiction.

(m) Applicability of Rules and Statute. The Proceeding (and any additional proceedings after the Arbitrator issues the Final Award pursuant to a retention of jurisdiction by the Arbitrator as contemplated hereby) shall be conducted in accordance with this Declaration, the Construction Rules, the Arbitration Act, and any other portions of the Colorado Rules of Civil Procedure which may be applicable. To the extent of any conflict among any of the foregoing, the one first mentioned above shall control.

(n) No Amendment. Notwithstanding any other provision of this Declaration, the provisions of this Section 11.22 may not be amended, modified, or repealed except by the Recording of a written statement of amendment executed and acknowledged before a Notary Public by (i) Declarant and (ii) all of the Owners of all of the Lots not then owned by Declarant.

Section 11.23 Disclaimer Regarding Safety. DECLARANT AND EACH LIMITED DECLARANT HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. ANY OWNER OF PROPERTY WITHIN THE COMMUNITY ACKNOWLEDGES THAT DECLARANT AND EACH LIMITED DECLARANT IS ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION AND BY-LAWS, AND IS NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY.

Section 11.24 Disclaimer Regarding Oil and Gas Operations. DECLARANT AND EACH LIMITED DECLARANT HEREBY DISCLAIM ANY AND ALL OBLIGATIONS REGARDING, RELATING TO OR ARISING OUT OF THE PRESENT, PAST OR FUTURE PRESENCE OF OIL AND GAS WELLS, TANKS, PIPELINES, STORAGE FACILITIES, WHETHER ABANDONED, OPERATIONAL OR NOT, ON COMMON AREAS WITHIN THE COMMUNITY OR ON PROPERTIES NEAR OR ADJACENT TO THE COMMUNITY. EACH OWNER OF PROPERTY WITHIN THE COMMUNITY ACKNOWLEDGES THAT THERE ARE OIL AND GAS WELLS, TANKS, STORAGE FACILITIES, PIPELINES, AND/OR RELATED EQUIPMENT, SUPPLIES AND FACILITIES, BOTH OPERATIONAL AND NON-OPERATIONAL, LOCATED ON COMMON AREAS WITHIN THE COMMUNITY AREA OR ON PROPERTIES NEAR OR ADJACENT TO THE COMMUNITY AREA, AND ACKNOWLEDGES THAT DECLARANT AND EACH LIMITED DECLARANT SHALL NOT BE OBLIGATED TO DO ANY ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY AREA IN CONNECTION WITH, ARISING OUT OF OR RELATING TO THE OPERATION OR PRESENCE OF SUCH OIL AND GAS WELLS, TANKS, STORAGE FACILITIES, PIPELINES, RELATED EQUIPMENT, SUPPLIES OR FACILITIES, WHETHER OPERATIONAL OR NOT, WITHIN THE COMMUNITY AREA

OR ON PROPERTIES NEAR OR ADJACENT TO THE COMMUNITY AREA. ALL OWNERS OF PROPERTY WITHIN THE COMMUNITY AREA FURTHER ACKNOWLEDGE THAT DECLARANT AND EACH LIMITED DECLARANT SHALL NOT HAVE ANY RESPONSIBILITY FOR OR OBLIGATION TO DO ANY ACTS OF ANY KIND OR NATURE WITH RESPECT TO ANY NOISE, ODOR, OR OTHER EMISSION (INCLUDING ANY EMISSIONS GOVERNED BY ANY AND ALL ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS, REGULATIONS, RULES, ORDINANCES, OR STATUTES) ARISING OUT OF OR RELATING TO THE OPERATION OR PRESENCE OF SUCH OIL AND GAS WELLS, TANKS, STORAGE FACILITIES, PIPELINES, RELATED EQUIPMENT, SUPPLIES OR FACILITIES, WHETHER OPERATIONAL OR NOT, WITHIN THE COMMUNITY AREA OR ON PROPERTIES NEAR OR ADJACENT TO THE COMMUNITY AREA.

The undersigned, being the president and the Secretary of Riverdale Park Townhomes Homeowners Association Inc., hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from at Owners of at least sixty-seven percent (67%) of the Lots, as evidenced by written instruments filed with the records of the Association, or alternatively, has obtained court approval of this Declaration pursuant to the provisions of the Act, Section 217(7). Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

**RIVERDALE PARK TOWNHOMES HOMEOWNERS
ASSOCIATION INC., a Colorado nonprofit corporation**

By: *Tina McNeil*
President

ATTEST:

By: *Kristy Johnson*
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing was acknowledged before me this 29th day of May,
2012, by Travis McNeil, as President of Riverdale Park Townhomes
Homeowners Association Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 3/9/2016.

JULIE M DAHL
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires March 9, 2016

Julie M. Dahl
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing was acknowledged before me this 11 day of June,
2012, by Wendy Johnson, as Secretary of Riverdale Park Townhomes
Homeowners Association Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 8/21/2013.

GWEN A. ROHRER
Notary Public
State of Colorado

Gwen Rohrer
Notary Public

EXHIBIT A

PROPERTY

**Lots 97 through 174
Riverdale Park Filing No. 5,
City of Thornton, County of Adams
State of Colorado**

**Lots 43 through 96, and Lots 192 through 198
Riverdale Park Filing No. 5, Amendment No. 2
City of Thornton, County of Adams
State of Colorado**

RECEPTION#: 2012000043234, 06/15/2012 at 07:33:05 AM, 67 OF 84, Doc Type:COV TD
Pages: 0 Karen Long, Adams

EXHIBIT B

MAINTENANCE AND INSURANCE OBLIGATIONS

[attached]

Maintenance and Insurance Chart
Riverdale Park Townhome Association

In the event of conflict between the provisions of the Association's Plat, Declaration, Articles of Incorporation, the Bylaws; or the provisions of this Maintenance and Insurance Chart, they shall prevail in that order.

The below chart specifies maintenance and insurance responsibilities. However, in the event of a casualty of the entire building, the Association is required to carry hazard insurance on the lots, units, garages and common elements. The casualty insurance obtained by the Association on the lots, units, garages and common elements does not include improvements or betterments installed by the Owners or personal property of the Owners.

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Landscaping and Irrigation	<p>The Association is responsible for all landscaping and irrigation located in the Riverdale Park Townhome Neighborhood outside any individually fenced courtyard/patio. This includes landscaping to the west of the large community path and within the fenced areas along 128th Street and Jasmine Street.</p> <p>The Association is also responsible for the landscaping and irrigation outside the property fence and within the City right a way (area between sidewalk and street) along Jasmine St and 128th Street.</p>	Homeowners are responsible for landscaping and irrigation located in their individual fenced courtyard/patio. The Association does not permit any landscaping or irrigation within the ground of the courtyard/patio due to negative effect it may have on drainage and grading. All landscaping and irrigation needs to be in containers.	-
Drives/ Streets and Parking Spaces	The Association is responsible for the drives/ streets and parking spaces within the Riverdale Park Townhome Neighborhood, including snow removal.	-	The City is responsible for 128 th Street and the main Jasmine Street on the east side of the property outside the property fence, including snow removal.
Sidewalks and Front Porch	The Association is responsible for the sidewalks and entrance walks up to the steps and/or stoops of each home/lot, including snow removal.	Homeowners are responsible for their individual front steps, stoop and front porch, including snow removal.	The community walk along the west side of the property is the neighboring Association's responsibility.

Maintenance and Insurance Chart
Riverdale Park Townhome Association

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Courtyards/Patios	-	Homeowner is responsible for any surfaces or items within their individual enclosed courtyard/patio, except for any downspout extension off the building.	-
Courtyard/Patio Fence and Columns	The Association is responsible for courtyard/patio fence and columns, except individual gates.	Homeowner is responsible for their individual gate as an improvement to their home.	-
Perimeter Fence	The Association is responsible for the perimeter fence surrounding the west, south and north sides of the Riverdale Park Townhome Neighborhood.	-	-
Retaining Walls	The Association is responsible for retaining walls throughout the Riverdale Park Townhome Neighborhood, outside any individual courtyard/patio.	-	-
Garage Exterior Lights	The Association is responsible for the garage exterior lights.	-	-
Street and Dumpster Lights	The Association is responsible for street and dumpster lights	-	-
Home Exterior Lights	-	Homeowner is responsible for their individual exterior lights on their home, including replacement of light fixture. Any change in light fixture needs to be approved by the Association's Design Review Committee.	-
Dumpster Enclosures	The Association is responsible for the dumpster enclosures.	-	-
Mailboxes - Cluster Box Unit	The Association is responsible for any items, except locks and keys, which the United States Postal Service does not maintain, repair and/or replace.	Homeowner is responsible for locks and keys to their individual mailbox.	The United States Postal Service may maintain, repair and/or replace the mail box cluster box units; it depends on the Post Master at the time.

Maintenance and Insurance Chart
Riverdale Park Townhome Association

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Site Furniture and Play Equipment (playgrounds, pet waste dispenser, etc.)	The Association is responsible for the amenities and site furniture, including but not limited to playground equipment, basketball court, pet waste stations, and trash cans, within the parks and common areas of the Riverdale Park Townhome Neighborhood.	Homeowners are responsible for any amenities or site furniture within their individual fenced courtyard/patio.	-
Pool and Pool House	The Association is responsible for the pool and pool house.	-	-
Utilities	The Association is responsible for the utilities serving the whole building or the common areas of Riverdale Park Townhome Neighborhood. This includes street lights, utilities for the pool and pool house, the common irrigation system and electrical to the exterior garage lights.	Homeowner is responsible for any electrical, pipes, lines, wires, conduits, and other apparatus or equipment compromising any portion of the plumbing, heating, sewer, electrical, communication (including without limitation, cable television service, telephone service, telephone, and intranet or Internet access), air conditioning, and other utility systems serving only their individual home/lot and garage, except electrical to the exterior garage lights..	-

Maintenance and Insurance Chart
Riverdale Park Townhome Association

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Sanitary Sewer, Storm Sewer and Water Laterals	The Association is responsible for all common laterals and lines. This includes drainage facilities located on the Outlot; and underdrain facilities located outside the lines of the individual Lots and collective underdrain systems to the extent located within the lines of the individual Lots, but not including the individual perimeter underdrains for each house or the line located within the Boundary lines of the Lots which serve only to connect the perimeter underdrains serving the Lot to the underdrain system located primarily in the streets. includes the underdrain system	Homeowner is responsible for all serving their individual home/lot and garage including the meter pit and individual perimeter underdrains for their individual Lot or the line located within the Boundary lines of the Lots which serve only to connect the perimeter underdrains serving the Lot to the underdrain system located primarily in the streets. includes the underdrain system	-
The interior	-	Homeowner is responsible for all interior components of their individual unit and garages from unfinished surface of the walls, ceilings and floors to include but not limited to appliances, fixtures, cabinets, carpet, tile, wood floors, texture on walls and/or ceiling, paint, furniture, and any other personal property.	-
Structural Walls, Ceilings and Floors	-	Homeowner is responsible for their individual unit and garage's walls, ceilings and floors, including the structural components, except for the exterior façade of the buildings and garages. Homeowner(s) whom share the party wall, which is a wall shared by two or more units, are equally responsible for the party wall. See Article 5 of the Declaration for further clarification.	-

Maintenance and Insurance Chart
Riverdale Park Townhome Association

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Exterior windows, window glass, window screens and window frames	The Association is responsible for the periodic painting or staining of the entire buildings and garages to include the exterior surfaces of the windows and window frames.	Homeowner is responsible for the windows, window glass, window screens and window frames serving their individual home/lot and garage, except the periodic painting or staining of exterior surfaces of the window and window frames.	-
Exterior doors, garage doors and door frames.	The Association is responsible for the periodic painting or staining of the entire buildings and garages to include the exterior surfaces of the doors and door frames.	Homeowner is responsible for the doors to their individual garage, home/ lot, except the periodic painting or staining of the exterior surfaces of the exterior doors and door frames, associated with the individual home/lot and garage. This includes touch-up between overall paintings of the building.	-
Foundation	-	Homeowner is responsible for the foundation associated with their individual home/lot and garage.	-
Vents	-	Homeowner is responsible for the vents serving their individual home/lot and garage.	-
Exterior façade of the buildings and garages.	The Association is responsible for the façade to include but not limited to brick, stone, siding, trim, eaves and fascia (except windows, window glass, window screens, window frames, exterior doors, door frames and vents) of the buildings and garages.	Homeowner is responsible for all windows, window glass, window screens, window frames, exterior doors, door frames and vents, except periodic painting and staining, associated with their individual home/lot and garage.	-
Painting or Staining	The Association is responsible for periodic painting and staining of the entire exterior surface of buildings, garages and courtyard/patio fences.	Homeowner is responsible for the painting or staining of the interior portions of their individual home/lot and garage. This includes touch-up painting on exterior doors or courtyard fences.	-

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Maintenance and Insurance Chart
Riverdale Park Townhome Association

ITEMS	ASSOCIATION RESPONSIBILITY	OWNER'S RESPONSIBILITY	OTHER RESPONSIBILITY
Roof	The Association is responsible for non structural portion of the roofs on the buildings and garages, to include shingles, but not including trusses, rafters, or other structural components of the roof.	Homeowner is responsible for all trusses, rafters, or other structural components of the roof associated with the individual unit and garage.	-
Gutters, Downspouts and Downspout Extensions	The Association is responsible for all gutters, downspouts and downspout extensions associated with the buildings and garages.	-	-

Any other Common Areas existing in Community and not otherwise listed above are the Association's responsibility.

Any portion of the Lot that is not otherwise listed above is the individual Lot Owner's responsibility.

Any personal property of Owners not otherwise listed above is the individual Owner's responsibility.

Any Owner-installed Association-approved improvement not otherwise listed above is the individual Owner's responsibility.

EXHIBIT C

GARAGE ASSIGNMENT SCHEDULE

Lot #	Address	Garage
1	12940 Jasmine St. #F	W-1
2	12940 Jasmine St. #A	W-2
3	12940 Jasmine St. #E	W-3
4	12940 Jasmine St. #B	W-4
5	12940 Jasmine St. #D	W-5
6	12940 Jasmine St. #C	W-6
7	12930 Jasmine St. #A	W-7
8	12930 Jasmine St. #B	W-8
9	12930 Jasmine St. #C	W-9
10	12930 Jasmine St. #D	W-10
11	12930 Jasmine St. #E	W-11
12	12930 Jasmine St. #F	W-12
13	12920 Jasmine St. #C	T-13
14	12920 Jasmine St. #B	T-14
15	12920 Jasmine St. #A	T-15
16	12920 Jasmine St. #F	T-16
17	12920 Jasmine St. #E	T-17
18	12920 Jasmine St. #D	T-18
19	12910 Jasmine St. #A	S-19
20	12910 Jasmine St. #B	S-20
21	12910 Jasmine St. #C	S-21
22	12910 Jasmine St. #D	S-22
23	12910 Jasmine St. #E	S-23
24	12910 Jasmine St. #F	S-24
25	12890 Jasmine St. #A	T-25
26	12890 Jasmine St. #B	T-26
27	12890 Jasmine St. #C	T-27
28	12890 Jasmine St. #D	T-28
29	12890 Jasmine St. #E	T-29

Lot #	Address	Garage
30	12890 Jasmine St. #F	T-30
31	12888 Jasmine St. #C	S-31
32	12888 Jasmine St. #B	S-32
33	12888 Jasmine St. #A	S-33
34	12888 Jasmine St. #F	S-34
35	12888 Jasmine St. #E	S-35
36	12888 Jasmine St. #D	S-36
37	12886 Jasmine St. #C	R-37
38	12886 Jasmine St. #B	R-38
39	12886 Jasmine St. #A	R-39
40	12886 Jasmine St. #F	R-40
41	12886 Jasmine St. #E	R-41
42	12886 Jasmine St. #D	R-42
43	12860 Jasmine St. #F	L-43
44	12860 Jasmine St. #E	L-44
45	12860 Jasmine St. #D	L-45
46	12860 Jasmine St. #C	L-46
47	12860 Jasmine St. #B	L-47
48	12860 Jasmine St. #A	L-48
49	12862 Jasmine St. #D	M-49
50	12862 Jasmine St. #E	M-50
51	12862 Jasmine St. #F	M-51
52	12862 Jasmine St. #A	M-52
53	12862 Jasmine St. #B	M-53
54	12862 Jasmine St. #C	M-54
55	12848 Jasmine St. #F	M-55
56	12848 Jasmine St. #E	M-56
57	12848 Jasmine St. #D	M-57
58	12848 Jasmine St. #C	M-58

Lot #	Address	Garage
59	12848 Jasmine St. #B	M-59
60	12848 Jasmine St. #A	M-60
61	12846 Jasmine St. #F	L-61
62	12846 Jasmine St. #E	L-62
63	12846 Jasmine St. #D	L-63
64	12846 Jasmine St. #C	L-64
65	12846 Jasmine St. #B	L-65
66	12846 Jasmine St. #A	L-66
67	12844 Jasmine St. #D	J-67
68	12844 Jasmine St. #E	J-68
69	12844 Jasmine St. #F	J-69
70	12844 Jasmine St. #A	J-70
71	12844 Jasmine St. #B	J-71
72	12844 Jasmine St. #C	J-72
73	12842 Jasmine St. #C	J-73
74	12842 Jasmine St. #B	J-74
75	12842 Jasmine St. #A	J-75
76	12842 Jasmine St. #F	J-76
77	12842 Jasmine St. #E	J-77
78	12842 Jasmine St. #D	J-78
79	12840 Jasmine St. #A	K-79
80	12840 Jasmine St. #B	K-80
81	12840 Jasmine St. #C	K-81
82	12840 Jasmine St. #D	K-82
83	12840 Jasmine St. #E	K-83
84	12840 Jasmine St. #F	K-84
85	12832 Jasmine St. #D	K-85
86	12832 Jasmine St. #E	K-86
87	12832 Jasmine St. #F	K-87
88	12832 Jasmine St. #A	K-88
89	12832 Jasmine St. #B	K-89

Lot #	Address	Garage
90	12832 Jasmine St. #C	K-90
91	12830 Jasmine St. #D	I-91
92	12830 Jasmine St. #E	I-92
93	12830 Jasmine St. #F	I-93
94	12830 Jasmine St. #A	I-94
95	12830 Jasmine St. #B	I-95
96	12830 Jasmine St. #C	I-96
97	12822 Jasmine St. #C	H-97
98	12822 Jasmine St. #B	H-98
99	12822 Jasmine St. #A	H-99
100	12822 Jasmine St. #F	II-100
101	12822 Jasmine St. #E	H-101
102	12822 Jasmine St. #D	H-102
103	12826 Jasmine St. #D	G-103
104	12826 Jasmine St. #E	G-104
105	12826 Jasmine St. #F	G-105
106	12826 Jasmine St. #A	G-106
107	12826 Jasmine St. #B	G-107
108	12826 Jasmine St. #C	G-108
109	12828 Jasmine St. #D	F-109
110	12828 Jasmine St. #E	F-110
111	12828 Jasmine St. #F	F-111
112	12828 Jasmine St. #A	F-112
113	12828 Jasmine St. #B	F-113
114	12828 Jasmine St. #C	F-114
115	12824 Jasmine St. #A	E-115
116	12824 Jasmine St. #B	E-116
117	12824 Jasmine St. #C	E-117
118	12824 Jasmine St. #D	E-118
119	12824 Jasmine St. #E	E-119
120	12824 Jasmine St. #F	E-120

Lot #	Address	Garage
121	12820 Jasmine St. #F	C-121
122	12820 Jasmine St. #B	C-122
123	12820 Jasmine St. #D	C-123
124	12820 Jasmine St. #C	C-124
125	12820 Jasmine St. #B	C-125
126	12820 Jasmine St. #A	C-126
127	12810 Jasmine St. #A	C-127
128	12810 Jasmine St. #B	C-128
129	12810 Jasmine St. #C	C-129
130	12810 Jasmine St. #D	C-130
131	12810 Jasmine St. #E	C-131
132	12810 Jasmine St. #F	C-132
133	12814 Jasmine St. #F	D-133
134	12814 Jasmine St. #E	D-134
135	12814 Jasmine St. #D	D-135
136	12814 Jasmine St. #C	D-136
137	12814 Jasmine St. #B	D-137
138	12814 Jasmine St. #A	D-138
139	12816 Jasmine St. #A	E-139
140	12816 Jasmine St. #B	E-140
141	12816 Jasmine St. #C	E-141
142	12816 Jasmine St. #D	E-142
143	12816 Jasmine St. #E	E-143
144	12816 Jasmine St. #F	E-144
145	12818 Jasmine St. #F	F-145
146	12818 Jasmine St. #E	F-146
147	12818 Jasmine St. #D	F-147
148	12818 Jasmine St. #C	F-148
149	12818 Jasmine St. #B	F-149
150	12818 Jasmine St. #A	F-150
151	12812 Jasmine St. #F	B-151

Lot #	Address	Garage
152	12812 Jasmine St. #F	B-152
153	12812 Jasmine St. #D	B-153
154	12812 Jasmine St. #C	B-154
155	12812 Jasmine St. #B	B-155
156	12812 Jasmine St. #A	B-156
157	12808 Jasmine St. #F	A-157
158	12808 Jasmine St. #E	A-158
159	12808 Jasmine St. #D	A-159
160	12808 Jasmine St. #C	A-160
161	12808 Jasmine St. #B	A-161
162	12808 Jasmine St. #A	A-162
163	12802 Jasmine St. #C	A-163
164	12802 Jasmine St. #B	A-164
165	12802 Jasmine St. #A	A-165
166	12802 Jasmine St. #F	A-166
167	12802 Jasmine St. #E	A-167
168	12802 Jasmine St. #D	A-168
169	12804 Jasmine St. #D	B-169
170	12804 Jasmine St. #B	B-170
171	12804 Jasmine St. #F	B-171
172	12804 Jasmine St. #A	B-172
173	12804 Jasmine St. #B	B-173
174	12804 Jasmine St. #C	B-174
175	12856 Jasmine St. #A	N-175
176	12856 Jasmine St. #B	N-176
177	12856 Jasmine St. #C	N-177
178	12856 Jasmine St. #D	N-178
179	12856 Jasmine St. #E	N-179
180	12856 Jasmine St. #F	N-180
181	12854 Jasmine St. #F	O-181
182	12854 Jasmine St. #E	O-182

Lot #	Address	Garage
183	12854 Jasmine St. #D	O-183
184	12854 Jasmine St. #C	O-184
185	12854 Jasmine St. #B	O-185
186	12854 Jasmine St. #A	O-186
187	12852 Jasmine St. #F	P-187
188	12852 Jasmine St. #E	P-188
189	12852 Jasmine St. #D	P-189
190	12852 Jasmine St. #C	P-190
191	12852 Jasmine St. #B	P-191
192	12852 Jasmine St. #A	P-192
193	12850 Jasmine St. #D	P-193
194	12850 Jasmine St. #E	P-194
195	12850 Jasmine St. #F	P-195
196	12850 Jasmine St. #A	P-196
197	12850 Jasmine St. #B	P-197
198	12850 Jasmine St. #C	P-198
199	12870 Jasmine St. #A	Q-199
200	12870 Jasmine St. #B	Q-200
201	12870 Jasmine St. #C	Q-201
202	12870 Jasmine St. #D	Q-202
203	12870 Jasmine St. #E	Q-203
204	12870 Jasmine St. #F	Q-204
205	12872 Jasmine St. #C	P-205
206	12872 Jasmine St. #B	P-206
207	12872 Jasmine St. #A	P-207
208	12872 Jasmine St. #F	P-208
209	12872 Jasmine St. #E	P-209
210	12872 Jasmine St. #D	P-210
211	12874 Jasmine St. #C	O-211
212	12874 Jasmine St. #B	O-212
213	12874 Jasmine St. #A	O-213

Lot #	Address	Garage
214	12874 Jasmine St. #F	O-214
215	12874 Jasmine St. #E	O-215
216	12874 Jasmine St. #D	O-216
217	12876 Jasmine St. #F	N-217
218	12876 Jasmine St. #E	N-218
219	12876 Jasmine St. #D	N-219
220	12876 Jasmine St. #C	N-220
221	12876 Jasmine St. #B	N-221
222	12876 Jasmine St. #A	N-222
223	12884 Jasmine St. #F	U-223
224	12884 Jasmine St. #E	U-224
225	12884 Jasmine St. #D	U-225
226	12884 Jasmine St. #C	U-226
227	12884 Jasmine St. #B	U-227
228	12884 Jasmine St. #A	U-228
229	12882 Jasmine St. #F	U-229
230	12882 Jasmine St. #E	U-230
231	12882 Jasmine St. #D	U-231
232	12882 Jasmine St. #C	U-232
233	12882 Jasmine St. #B	U-233
234	12882 Jasmine St. #A	U-234
235	12880 Jasmine St. #A	V-235
236	12880 Jasmine St. #B	V-236
237	12880 Jasmine St. #C	V-237
238	12880 Jasmine St. #D	V-238
239	12880 Jasmine St. #E	V-239
240	12880 Jasmine St. #F	V-240
241	12892 Jasmine St. #F	U-241
242	12892 Jasmine St. #E	U-242
243	12892 Jasmine St. #D	U-243
244	12892 Jasmine St. #C	U-244

Lot #	Address	Garage
245	12892 Jasmine St. #B	U-245
246	12892 Jasmine St. #A	U-246
247	12894 Jasmine St. #F	U-247
248	12894 Jasmine St. #E	U-248
249	12894 Jasmine St. #D	U-249
250	12894 Jasmine St. #C	U-250
251	12894 Jasmine St. #B	U-251
252	12894 Jasmine St. #A	U-252

EXHIBIT D
ADDITIONAL PROPERTY

PARCEL G:

LOTS 37 THROUGH 42, INCLUSIVE, AND LOTS 44, 47, 242 AND 245, RIVERDALE PARK FILING NO. 5, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL H:

LOTS 1 THROUGH 12, INCLUSIVE, 19 THROUGH 36, INCLUSIVE, 199 THROUGH 204, INCLUSIVE, 235 THROUGH 241, INCLUSIVE, 243, 244, AND 246, RIVERDALE PARK FILING NO.5, AMENDMENT NO.1, COUNTY OF ADAMS, STATE OF COLORADO.


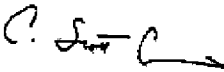
PARCEL I:

LOTS 13 THROUGH 18, INCLUSIVE, 175 THROUGH 192, INCLUSIVE, 205 THROUGH 234, INCLUSIVE, AND 247 THROUGH 252, INCLUSIVE, RIVERDALE PARK FILING NO.5, AMENDMENT NO.2, COUNTY OF ADAMS, STATE OF COLORADO.

RECEPTION#: 2012000043234, 06/15/2012 at 07:33:05 AM, 80 OF 84, Doc Type:COV TD
Pages: 0 Karen Long, Adams

EXHIBIT D
COURT ORDER

[attached]

	GRANTED	The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.	 C. Scott Crabtree District Court Judge DATE OF ORDER INDICATED ON ATTACHMENT
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<p>DISTRICT COURT, COUNTY OF ADAMS, STATE OF COLORADO</p> <p>Court Address: 1100 Judicial Center Drive Brighton, CO 80601</p> <p>Phone Number: (303) 659-1161</p> <p>Petitioner:</p> <p>Riverdale Park Townhomes Homeowners Association Inc., a Colorado nonprofit corporation</p> <p>Attorney: David A. Firmin, Esq. Melissa M. Garcia, Esq. Name: HindmanSanchez P.C. Address: 5610 Ward Road, Suite 300 Arvada, Colorado 80002 Phone Number: (303) 432-9999 Fax Number (303) 432-0999 E-mail: dfirmin@hindmansanchez.com mgarcia@hindmansanchez.com Atty. Reg. Nos.: 29988; 34692</p>	<p>FILED Document - District Court CO Adams County District Court 17th ID 2012CV392 Filing Date: May 23 2012 8:39AM MDK Transaction ID: 44420970</p> <p>▲ COURT USE ONLY ▲</p> <p>Case Number: 2012CV392</p> <p>Div.: C</p>
<p>ORDER APPROVING AMENDED AND RESTATED DECLARATION, PURSUANT TO C.R.S. §38-33.3-217(7)</p>	

THIS MATTER comes before the Court for hearing on May 23, 2012. After reviewing the pleadings filed in the matter and considering the statements of Counsel, the Court makes the following Findings of Fact and Conclusions of Law and Orders:

Findings of Fact and Conclusions of Law

1. Riverdale Park Townhomes Homeowners Association Inc. ("Association") seeks to amend the Declaration of Covenants, Conditions and Restrictions for Riverdale Park Townhomes recorded in the real property records of the County of Adams, Colorado at Reception No. C1276721, as amended and supplemented by documents of record, ("Declaration") by means of a proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverdale Park Townhomes (the "Proposed Amended and Restated Declaration").

2. The Association notified its Owners of the Proposed Amended and Restated Declaration on January 31, 2012 and February 8, 2012.

3. The Members of the Association discussed the Proposed Amended and Restated Declaration (as submitted to the Court in the Petition filed herein) at an annual meeting of the Association held on February 22, 2012.

4. Based on the foregoing, the Association has complied with the notice and meeting requirements set forth in Section 38-33.3-217(7)(a)(I) and (II).

5. At least half of the Members required by the Declaration to approve the Proposed Amended and Restated Declaration have voted for the Proposed Amended and Restated Declaration, pursuant to C.R.S. §38-33.3-217(7)(a)(III).

6. Based on the Petition filed in this case, the Association has not obtained the required consent of 67% of all Lot Owners, and so, has filed its Petition and caused this matter to come before the Court, as allowed for by state statute.

7. Based on the Certificate of Mailing filed in this case, Notice of the Petition was mailed to all of the Owners within the Association and to the declarant as indicated in a Certificate of Mailing filed in this case.

8. The notice given is in compliance with the requirements of the applicable state statute.

9. A hearing regarding the petition was held, as referred to above, on May 23, 2012, before this Court.

10. The Association has satisfied all of the requirements of C.R.S. §38-33.3-217(7).

11. Neither 33% or more of the Owners nor the declarant have filed written objections with the Court prior to the hearing.

12. Neither the lenders, the Federal Housing Administration, nor the Veterans Administration is entitled to vote on the proposed amendment.

13. The Proposed Amended and Restated Declaration presented to the Court does not terminate the Declaration. The preponderance of the evidence and application of plain language of the Declaration indicates that the Proposed Amended and Restated Declaration is an amendment, and not a termination.

14. The Proposed Amended and Restated Declaration presented to the Court does not change the allocated interests of the Owners.

15. Based upon these Findings of Fact and Conclusions of Law and pursuant to the requirements of C.R.S. §38-33.3-217(7)(e) and (f), it is hereby:

ORDERED that the Proposed Amended and Restated Declaration is approved by this Court and shall be binding upon all Owners in the Riverdale Park Townhomes community and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Declaration upon the recording of the Amended and Restated Declaration, with this Order attached, with the Clerk and Recorders' office for the County of Adams.

IT IS FURTHER ORDERED that the Association record a copy of the approved Amended and Restated Declaration together with a copy of this Order with the Clerk and Recorder's office for County of Adams, Colorado.

DONE this 23rd day of May, 2012.

BY THE COURT:

DISTRICT COURT JUDGE

This document constitutes a ruling of the court and should be treated as such.	
Court:	CO Adams County District Court 17th JD
Judge:	Charles Scott Crabtree
File & Serve Transaction ID:	44370358
Current Date:	May 23, 2012
Case Number:	2012CV392
Case Name:	RIVERDALE PARK TOWNHOMES HOA INC and HOMEOWNERS
Court Authorizer:	Charles Scott Crabtree
/s/ Judge Charles Scott Crabtree	