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EL PASO COUNTY CLERK AND RECORDER:
INDEX IN GRANTEE INDICES UNDER
GREENWAYS AT SAND CREEK SOUTH AND
GREENWAYS METROPOLITAN DISTRICT NO. 1
AND GREENWAYS METROPOLITAN DISTRICT
NO. 3, EACH A QUASI-MUNICIPAL ENTITY AND
POLITICAL SUBDIVISION OF THE STATE OF
COLORADO, AND UNDER GRANTOR,
GREENWAYS INVESTMENTS, LLC, A
COLORADO LIMITED LIABILITY COMPANY

DECLARATION

of

Covenants, Conditions, Restrictions and Easements

for

GREENWAYS AT SAND CREEK SOUTH

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

Section 1.1 AC Approval 1

Section 1.2 Act 2

Section 1.3 Antenna/s 2

Section 1.4 Architectural Committee 2

Section 1.5 Architectural Committee Representatives 2

Section 1.6 Area Tax/es 2

Section 1.7 Article XV Lien/s 3

Section 1.8 Authorization 3

Section 1.9 Board 3

Section 1.10 Boat 3

Section 1.11 Bylaws 3

Section 1.12 Certificate of Occupancy 3

Section 1.13 Claim 3

Section 1.14 Claimant 3

Section 1.15 Colorado Springs 3

Section 1.16 Commencement of Construction 3

Section 1.17 Community Area 3

Section 1.18 Community Standards 4

Section 1.19 Completed Dwelling Unit/s 4

Section 1.20 County 4

Section 1.21 County Records 4

Section 1.22 Declarant 4

Section 1.23 Declarant Control Period 5

Section 1.24 Declarant Representatives 5

Section 1.25 Declaration 5

Section 1.26 Development Plan 5

Section 1.27 Development Right/s 5

Section 1.28 District Levy/ies 5

Section 1.29 Districts 5

Section 1.30 District Lien 6

Section 1.31 District Representatives 6

Section 1.32 Dwelling Unit 6

Section 1.33 Expansion Property 6

Section 1.34 FCC Protected Structure/s 6

Section 1.35 First Mortgage 6

Section 1.36 First Mortgagee/s 6

Section 1.37 Force Majeure Event 6

Section 1.38 Governmental Authority/ies 6

Section 1.39 Greenways Investments 7

Section 1.40 Home Occupation Provisions 7

Section 1.41 Home Occupations 7

Section 1.42 Improvement/s 7

Section 1.43 Interpretive Authority 7

Section 1.44	Landscape	7
Section 1.45	Law/s	7
Section 1.46	Lot/s	7
Section 1.47	Lot Line/s	8
Section 1.48	Maintenance Areas	8
Section 1.49	Mediation Period	8
Section 1.50	Member/s	8
Section 1.51	Metropolitan District	8
Section 1.52	Metropolitan District Documents	8
Section 1.53	Metropolitan District Property/ies	9
Section 1.54	Notice of Article XV Lien	9
Section 1.55	Notice of Claim	9
Section 1.56	Notice of District Lien	9
Section 1.57	Occupancy/ies	9
Section 1.58	Open Space Fencing	9
Section 1.59	Owner/s	9
Section 1.60	Perimeter Wall/s	9
Section 1.61	Person/s	10
Section 1.62	Pikes Peak RBD	10
Section 1.63	Plat/s	10
Section 1.64	Related User/s	10
Section 1.65	Representatives	10
Section 1.66	Reserve Study	10
Section 1.67	Reserves	10
Section 1.68	Respondent	10
Section 1.69	Rules and Regulations	10
Section 1.70	Service Plan	10
Section 1.71	Site Fees	11
Section 1.72	Special Charges	11
Section 1.73	Supplemental Declaration	12
Section 1.74	Tract/s	12
Section 1.75	Utility/ies	12
Section 1.76	Vehicle	12
ARTICLE II PURPOSE AND SCOPE		12
Section 2.1	Community Name, Location and Area	12
Section 2.2	Purposes of Declaration	12
Section 2.3	Declaration; Scope	13
Section 2.4	Binding Nature of Declaration	13
ARTICLE III COVENANTS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE COMMUNITY AREA		13
Section 3.1	Permitted Property Uses	13
Section 3.2	Improvements	14
Section 3.3	Construction Type	14
Section 3.4	Storage	14
Section 3.5	No Occupancy During Construction	14

Section 3.6	Construction Completion	14
Section 3.7	Temporary Structures.....	15
Section 3.8	Model Homes.....	15
Section 3.9	Construction Debris	15
Section 3.10	Drilling Structures.....	16
Section 3.11	Fire and Police Protection.....	16
Section 3.12	Standards of Governing Jurisdictions.....	16
Section 3.13	Responsibility for Stormwater Compliance.....	16
ARTICLE IV DENSITY, SETBACK AND QUALITY STANDARDS		16
Section 4.1	Limitation on Dwellings and Subdivisions.....	16
Section 4.2	Setbacks and Easements	17
Section 4.3	Antennas	17
Section 4.4	Fences	17
Section 4.5	Open Space Fences, Perimeter Walls and Landscaping.....	18
Section 4.6	Underground Utilities	19
Section 4.7	Construction to Comply with Law.....	19
Section 4.8	General Architectural Standards.....	19
Section 4.9	Tract Use.....	19
Section 4.10	Tract Ownership and Maintenance.....	19
Section 4.11	Use of Metropolitan District Property to Comply with Law	20
ARTICLE V LIVING ENVIRONMENTAL STANDARDS.....		20
Section 5.1	Garage Doors	20
Section 5.2	Outdoor Sound Levels, Equipment and Structures.....	20
Section 5.3	Nuisances	21
Section 5.4	Grading and Drainage.....	21
Section 5.5	Animals.....	22
Section 5.6	Vehicles and Boats.....	23
Section 5.7	Hazardous Materials	24
Section 5.8	Occupancies	24
Section 5.9	Drugs.....	25
Section 5.10	Health and Safety Generally	25
Section 5.11	Enforcement and Fines	25
ARTICLE VI ARCHITECTURAL CONTROL		26
Section 6.1	Architectural Committee.....	26
Section 6.2	Community Standards.....	26
Section 6.3	Approval Required.....	26
Section 6.4	Submissions	27
Section 6.5	Architectural Committee (AC) Approval Process	28
Section 6.6	Architectural Committee (AC) Standards.....	28
Section 6.7	No Liability.....	29
Section 6.8	Variances.....	29
ARTICLE VII METROPOLITAN DISTRICT OPERATION		30
Section 7.1	Metropolitan District Structure.....	30

Section 7.2	Board of Directors.....	30
Section 7.3	Declarant’s Reserved Right to Appoint.....	30
Section 7.4	Voluntary Surrender of Declarant’s Reserved Right to Appoint.....	31
ARTICLE VIII DUTIES AND POWERS OF THE METROPOLITAN DISTRICT		31
Section 8.1	General Duties and Powers of the Metropolitan District.....	31
Section 8.2	Duty to Accept Property and Facilities Transferred by Declarant.....	32
Section 8.3	Duty to Manage and Care for Property.....	32
Section 8.4	Duty to Maintain Insurance	32
Section 8.5	Duty to Levy and Collect.....	32
Section 8.6	Power to Provide Security	32
Section 8.7	Power to Acquire and Maintain Property and Construct Improvements...33	
Section 8.8	Power to Adopt Community Standards	33
Section 8.9	Power to Enforce.....	33
Section 8.10	Power to Provide Special Services	35
Section 8.11	Power to Operate and Charge for Facilities	35
Section 8.12	Power to Grant Easements.....	35
Section 8.13	Power to Employ Managers.....	35
Section 8.14	Power to Engage Representatives and Professionals.....	36
Section 8.15	General Corporate Powers	36
Section 8.16	Other Powers.....	36
ARTICLE IX METROPOLITAN DISTRICT PROPERTIES.....		36
Section 9.1	Right of Metropolitan District to Regulate Use.....	36
Section 9.2	Property to Be Conveyed to the Metropolitan District.....	36
Section 9.3	No Partition of Metropolitan District Properties	36
Section 9.4	Liability of Owners for Damage.....	36
Section 9.5	Damage to Metropolitan District Properties	37
Section 9.6	Maintenance Areas.....	37
Section 9.7	District Appropriations	37
ARTICLE X DECLARANT’S RIGHTS AND RESERVATIONS.....		37
Section 10.1	Period of Declarant’s Rights and Reservations	37
Section 10.2	Declarant’s Development Rights	38
Section 10.3	Declarant’s Special Rights.....	38
Section 10.4	Expansion and Removal of Property	38
Section 10.5	Right to Construct Additional Improvements on Metropolitan District Properties	39
Section 10.6	Declarant’s Rights to Use Metropolitan District Properties in Promotion and Marketing.....	40
Section 10.7	Declarant’s Reserved Powers and Rights	40
Section 10.8	Intentionally Reserved	41
Section 10.9	Metropolitan District to Seek Declarant’s Authorization	41
Section 10.10	Declarant’s Rights Incident to Completion of the Development.....	41
ARTICLE XI DISTRICT LEVIES.....		41
Section 11.1	Owner’s Obligation to Pay District Levies.....	41

Section 11.2	Declarant’s Obligation to Pay Expenses	42
Section 11.3	Purposes of District Levies	42
Section 11.4	Area Taxes Procedure	43
Section 11.5	Intentionally Reserved	43
Section 11.6	Failure to Fix or Modification of District Levy	43
Section 11.7	Special Charges	43
Section 11.8	Site Fees	43
Section 11.9	Enforcement, Late Charges and Interest	43
Section 11.10	Attribution of Payments	44
Section 11.11	District Liens	44
Section 11.12	Estoppel Certificates	45
Section 11.13	No Offsets	45
Section 11.14	Working Capital Fund	45
Section 11.15	Metropolitan District Reserves	46
Section 11.16	Metropolitan District Taxes and Metropolitan District Fees	46
ARTICLE XII INSURANCE.....		46
Section 12.1	Metropolitan District Insurance	46
Section 12.2	Insurance to be Maintained by Owners	47
ARTICLE XIII EASEMENTS		47
Section 13.1	Easement for Encroachments.....	47
Section 13.2	Metropolitan District Easement	47
Section 13.3	Utilities.....	48
Section 13.4	Easement for Emergency Vehicles	48
Section 13.5	Easements Deemed Created.....	48
Section 13.6	Easements of Record.....	48
Section 13.7	Community Mailboxes.....	48
Section 13.8	Avigation Easement.....	49
ARTICLE XIV INTENTIONALLY RESERVED		49
ARTICLE XV ENFORCEMENT; DISPUTE RESOLUTION.....		49
Section 15.1	Alternative Dispute Resolution.....	49
Section 15.2	Collection of District Levies	49
Section 15.3	Enforcement of Declaration, Community Standards, and Metropolitan District Documents by Declarant, the Metropolitan District, or the Architectural Committee.....	49
Section 15.4	Entry Upon a Lot to Cure Violations/Liens	50
Section 15.5	Article XV Liens.....	51
Section 15.6	Enforcement of Declaration, Community Standards, and Metropolitan District Documents by an Owner.....	52
Section 15.7	Dispute Resolution.....	52
Section 15.8	Violations Constitute a Nuisance.....	53
Section 15.9	Remedies Cumulative.....	53
Section 15.10	Costs and Attorneys’ Fees	53
Section 15.11	Limitations	54

Section 15.12	No Liability for Failure of Metropolitan District to Maintain an Action ..	54
Section 15.13	Amendment.....	54
Section 15.14	Severability	54
ARTICLE XVI MISCELLANEOUS.....		54
Section 16.1	Term of Declaration	54
Section 16.2	Amendment of Declaration by Declarant or the Metropolitan District	55
Section 16.3	Amendment of Declaration by Members.....	55
Section 16.4	Required Consent of Declarant to Amendment	55
Section 16.5	Special Rights of First Mortgagees.....	55
Section 16.6	Priority of First Mortgage Over District Levies	56
Section 16.7	First Mortgagee Right to Pay Taxes and Insurance Premiums.....	56
Section 16.8	Evidence of Ratification	56
Section 16.9	Notices/Written Communications.....	56
Section 16.10	Persons Entitled to Enforce Declaration	57
Section 16.11	Violations Constitute a Nuisance.....	57
Section 16.12	Violations of Law	57
Section 16.13	Remedies Cumulative.....	57
Section 16.14	Limitation on Liability.....	57
Section 16.15	No Representations or Warranties	57
Section 16.16	Liberal Interpretation	57
Section 16.17	Governing Law	58
Section 16.18	Severability	58
Section 16.19	Number and Gender.....	58
Section 16.20	Captions for Convenience.....	58
Section 16.21	Mergers and Consolidation.....	58
Section 16.22	Conflicts in Documents.....	58
Section 16.23	Interpretive Authority Resolves Questions of Construction.....	58
ARTICLE XVII DISCLOSURES.....		59
Section 17.1	Statutory Disclosure.....	59
Section 17.2	Plats and Development Plan Restrictions	59
Exhibit A – Legal Description of the Community Area.....		A-1
Exhibit B – Expansion Property.....		B-1

DECLARATION
of
Covenants, Conditions, Restrictions and Easements
for
GREENWAYS AT SAND CREEK SOUTH

PREAMBLE

This Declaration of Covenants, Conditions, Restrictions and Easements for Greenways at Sand Creek South is made and entered on this 17th day of March, 2022, by **Elite Properties of America, Inc.**, a Colorado corporation, as declarant, with the consent of Greenways Investments, LLC, a Colorado limited liability company, as owner of the subject real property, and Greenways Metropolitan District No. 1 and Greenways Metropolitan District No. 3, each a separate quasi-municipal corporation and political subdivision of the State of Colorado.

NOTE: This Declaration is exempt from the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., as amended and as may be amended from time to time, as there are no mandatory assessments created under this Declaration, and this is not a “common interest community” in that there is no obligation under this Declaration to pay for real estate taxes, insurance premiums, maintenance, or improvements of other real estate described in this Declaration.

Pursuant to C.R.S. § 32-1-1004(8), and other provisions of Title 32 of C.R.S., it is the intention of the Declarant to empower the Metropolitan District to provide certain services to all or portions of the Lots in the Community, which may include covenant enforcement, design review and/or trash collection.

This Declaration applies to the entire Community Area. In addition to this Declaration, Supplemental Declarations may be recorded for respective and identified portions of the Community Area setting forth additional covenants, conditions, services, restrictions and easements. All references to this Declaration shall include any applicable Supplemental Declaration.

Owners are encouraged to review this Declaration carefully together with the Supplemental Declaration applicable to the Owner’s Dwelling Unit.

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided in this Declaration, the following words and phrases, whenever capitalized in this Declaration, shall have the meanings specified in this Article I.

Section 1.1 AC Approval. The Architectural Committee’s (AC’s) written approval of a Person’s request concerning matters requiring approval under the terms of this Declaration or the Community Standards, following such Person’s submission of all information and documentation required by the terms of this Declaration as a condition to obtaining such approval, and prior to commencement of the work relating thereto.

Section 1.2 Act. The Colorado Special District Act, C.R.S. § 32-1-101, et seq., including without limitation C.R.S. § 32-1-1004(8), as amended and as may be amended from time to time, which, among other things, authorizes a Colorado metropolitan district to furnish covenant enforcement and design review services.

Section 1.3 Antenna/s. Any aerial, antenna, satellite dish, receivers, transmitters, or other device used for reception or transmission of radio, television, telephone, broadcast, or other electronic signals.

Section 1.4 Architectural Committee. The applicable approving authority then in effect as described in Section 6.1, which may act by, through or under the Architectural Committee Representatives, whether such Architectural Committee is appointed by Declarant or the Board.

Section 1.5 Architectural Committee Representatives. The Architectural Committee's members and officers, and all Persons duly authorized to act as its designated representative or agent. For the avoidance of doubt, Architectural Committee Representatives may include duly authorized independent contractors and consultants.

Section 1.6 Area Tax/es. All taxes concerning the Community Area or any part thereof, which may be levied by the Metropolitan District for the following:

(a) costs, expenses, and fees incurred by the Metropolitan District, including without limitation those relating to management of the Metropolitan District, activities of the Metropolitan District, premiums and other costs of insurance that the Metropolitan District is required or permitted to maintain, wages for Metropolitan District employees, and legal and accounting fees incurred by the Metropolitan District;

(b) costs, expenses, and fees associated with common services provided to Owners by any Person in accordance with the terms of this Declaration;

(c) costs, expenses, and fees associated with repairs and maintenance that are the responsibility of the Metropolitan District, including without limitation the obligations described in Section 8.3;

(d) any deficit remaining from a previous year;

(e) to create reasonable Reserves on a periodic basis, payable in regular installments rather than by Special Charges, subject to the provisions of Section 11.15;

(f) costs, expenses, and fees associated with the creation of reasonable contingency reserves for any applicable insurance deductibles and emergencies, subject to the provisions of Section 11.15;

(g) costs, expenses, and fees that may be incurred or may reasonably be expected to be incurred by the Board and other District Representatives, including without limitation for the benefit of the Owners under or by reason of this Declaration and to comply with, implement, and enforce this Declaration; and

(h) costs, expenses, and fees associated with any common services.

Section 1.7 Article XV Lien/s. All amounts, including without limitation costs and expenses, incurred by Declarant, the Metropolitan District, or the Architectural Committee pursuant to any enforcement of Article XV.

Section 1.8 Authorization. Advance written authorization from Declarant or the Metropolitan District, as applicable, which may be given, delayed, qualified or withheld in the sole discretion of such authorizing entity. If neither Declarant nor the Metropolitan District is specified, then authorization may be given by either one or the other.

Section 1.9 Board. The governing board of directors of the applicable District.

Section 1.10 Boat. Any type of floating vessel or craft propelled on water by oars, sails, or an engine, including by way of illustration, and not limitation, recreational boats, sailboats, fishing boats, catamarans, kayaks, and canoes, and any major part or parts of any such floating vessel or craft, including by way of illustration, and not limitation, decks, sails, hulls, and engines.

Section 1.11 Bylaws. The bylaws as may be adopted from time to time by each District, as amended and as may be amended from time to time.

Section 1.12 Certificate of Occupancy. A certificate of occupancy issued by the applicable Governmental Authority for a Dwelling Unit within the Community Area.

Section 1.13 Claim. Any claim against Declarant, the Metropolitan District, the Architectural Committee or their respective Representatives, whether in contract or tort, at law or in equity, or pursuant to statutory rights, including without limitation those governed by Section 15.6.

Section 1.14 Claimant. Any Person asserting a Claim.

Section 1.15 Colorado Springs. The City of Colorado Springs located in the County of El Paso, State of Colorado, USA.

Section 1.16 Commencement of Construction. For a Dwelling Unit, the earlier of obtaining any necessary building permit or the excavation of earth for a foundation, and for all other Improvements, the undertaking of any visible exterior work.

Section 1.17 Community Area. All and every portion of the following:

(a) the real property described on Exhibit A, together with any and all Improvements now or hereafter located on such real property and appurtenances and rights to such real property; plus

(b) all portions of the Expansion Property added to the Community Area by Declarant and made subject to this Declaration; plus

(c) property other than the Expansion Property added to the Community Area upon the written approval of a majority of the Owners in the Community Area; less

(d) any property removed from the Community Area by Declarant pursuant to this Declaration.

For the avoidance of doubt, unless and until any real property that is not described on **Exhibit A** is added to the Community Area in accordance with the terms of this Declaration, such real property shall not be part of the Community Area and this Declaration shall not apply thereto.

Section 1.18 Community Standards. Rules, regulations, standards, and guidelines for the Community Area or applicable portions thereof, including without limitation those relating to design, architecture, and the interpretation and implementation of any provisions of this Declaration, in all cases as amended and as may be amended from time to time. Community Standards may, without limitation:

(a) contain guidelines to clarify the types of designs and materials that may be considered;

(b) state requirements for submission in order to initiate a review by the Architectural Committee;

(c) set forth procedural requirements; and

(d) specify acceptable Improvements that may be installed without AC Approval.

Section 1.19 Completed Dwelling Unit/s. Dwelling Units that are completed as evidenced by a certificate of occupancy or its equivalent issued by the applicable Governmental Authority.

Section 1.20 County. The County of El Paso in the State of Colorado, USA.

Section 1.21 County Records. The real property records of the County, as maintained by the County's clerk and recorder.

Section 1.22 Declarant. Elite Properties of America, Inc., a Colorado corporation, together with its successors and assigns. Declarant may act by, through and under Declarant Representatives, including without limitation in performing its duties and obligations and enforcing its powers and rights under, arising out of, and pursuant to this Declaration. A Person shall be a successor or assign of Declarant if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration that are specifically designated in the written instrument, which may be all of them. Notwithstanding the foregoing, a successor to Declarant by consolidation or merger shall automatically be deemed a successor of Declarant under this Declaration.

Section 1.23 Declarant Control Period. All times subsequent to the date of recordation of this Declaration and continuing for a period of twenty (20) years following the date on which this Declaration is recorded, or such earlier date when Declarant ceases to own any real property within the Community Area.

Section 1.24 Declarant Representatives. Declarant's officers, directors, employees, managers, and members, and all Persons duly authorized to act as its designated representative or agent. For the avoidance of doubt, Declarant Representatives may include duly authorized independent contractors and consultants.

Section 1.25 Declaration. This Declaration of Covenants, Conditions, Restrictions and Easements for Greenways at Sand Creek South, together with all exhibits and Supplemental Declarations, each as amended and as may be amended from time to time.

Section 1.26 Development Plan. The "planned unit development" (commonly referred to as "PUD") development plan as approved by the applicable Governmental Authority and recorded within the County Records, as amended and as may be amended from time to time for any portion or all of the Community Area.

Section 1.27 Development Right/s. The right or rights to:

- (a) create additional Lots within the Community Area, subject to any limitations expressly set forth in this Declaration;
- (b) create additional Metropolitan District Properties within the Community Area;
- (c) convert any Declarant-owned Lots within the Community Area to Metropolitan District Properties;
- (d) add all or portions of the Expansion Property;
- (e) remove property from the Community Area pursuant to the terms of this Declaration;
- (f) record Supplemental Declarations for all or portions of the Community Property with the consent of the Owner of the encumbered property; and
- (g) record Plats and other land use documents impacting the portion of the Community Area with the consent of the impacted Owner.

Section 1.28 District Levy/ies. All costs which the Metropolitan District is authorized by the Metropolitan District Documents and/or the Act to impose and collect within all or portions of the Metropolitan District, including without limitation one or more Area Tax, Site Fee, or Special Charge, as applicable and as imposed by the Metropolitan District.

Section 1.29 Districts. Greenways Metropolitan District No. 1, Greenways Metropolitan District No. 3, and any future metropolitan district that may be established with respect to the

Community Area or any portion thereof. The “findings and decree” for Greenways Metropolitan District No. 1 is recorded under Reception No. 221040967 of the County’s records, and the “findings and decree” for Greenways Metropolitan District No. 3 is recorded under Reception No. 221040969, each as amended or as may be amended from time to time. Every Dwelling Unit within the Community Area is included within Greenways Metropolitan District No. 3.

Section 1.30 District Lien. A lien for any District Levy as provided in the Act or this Declaration.

Section 1.31 District Representatives. A District’s officers, directors, trustees, employees, managers, members, and representatives, and all Persons duly authorized to act as the District’s designated representative or agent, including without limitation the Board and individual Board directors. For the avoidance of doubt, District Representatives may include duly authorized independent contractors and consultants.

Section 1.32 Dwelling Unit. An Improvement that is intended to be, or used as, a private residence.

Section 1.33 Expansion Property. The real property described on Exhibit B, attached hereto and incorporated herein by reference, including without limitation all or any portion thereof, together with all appurtenances thereto and all Improvements now or hereafter located thereon.

Section 1.34 FCC Protected Structure/s. Certain antennas that are subject to the Federal Communication Commission’s “over-the-air reception devices rule,” as amended and as may be amended from time to time. The rule is published in the Code of Federal Regulations at 47 C.F.R. § 1.4000. In general, the rule applies to antennas that meet certain size limitations and that are used to receive video programming or to receive or transmit fixed wireless signals. With respect to such antennas, the rule prohibits most restrictions that: (a) unreasonably delay or prevent installation, maintenance or use; (b) unreasonably increase the cost of installation, maintenance or use; or (c) preclude reception of an acceptable quality signal. Background information concerning the “over-the-air reception devices rule” is available to the public at www.fcc.gov.

Section 1.35 First Mortgage. Any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the County Records, pertaining to a Dwelling Unit and having priority of record over all other recorded liens except those governmental liens made superior by statute, such as general ad valorem tax liens and District Levies.

Section 1.36 First Mortgagee/s. Any Person named as a mortgagee or beneficiary under any First Mortgage or any successor to the interest of any such Person under such First Mortgage.

Section 1.37 Force Majeure Event. Any event outside of the Owner’s control and not reasonably able to be mitigated by such Owner, including without limitation shortage of material or labor; supply constraints; restrictions by any governmental authority; national emergency; strike or lockout; civil riot or disturbance; fire, flood or other natural calamity; or similar extraordinary circumstances.

Section 1.38 Governmental Authority/ies. Any governmental or quasi-governmental authority, including without limitation any legislature, executive officer, agency, building

authority, board, commission, council, metropolitan district, court, or tribunal, whether federal, state or local.

Section 1.39 Greenways Investments. Greenways Investments, LLC, a Colorado limited liability company.

Section 1.40 Home Occupation Provisions. Laws governing home occupations and issued by Colorado Springs or any other Governmental Authority applicable to the Community Area, as amended and as may be amended from time to time. If the applicable Home Occupation Provisions are hereafter repealed, then for purposes of this Declaration and its enforcement, the provisions of the Home Occupation Provisions in effect at the time of the recordation of this Declaration shall be incorporated herein as a part of this Declaration.

Section 1.41 Home Occupations. Businesses, professions and other activities conducted for gain on a Lot or within a Dwelling Unit.

Section 1.42 Improvement/s. All structures, fixtures, equipment, and facilities, and any appurtenances thereto or components thereof, of every type or kind, including without limitation Dwelling Units, outbuildings, garages, sheds, concrete additions, stones and pavers, swimming pools, hot tubs, sports facilities such as basketball backboards and supporting structures, decks, porches, patios, patio covers, screening, awnings, painting or other finish material of any exterior surfaces or any visible structure, additions, walkways, sprinkler systems, lighting, driveways, parking areas, fences, screening walls, retaining walls, stairs, Landscaping, windbreaks, poles, signs, exterior tanks, swamp coolers, solar and wind energy devices, and exterior air conditioning, generators, and water softener fixtures. "Improvements" shall also mean an excavation or fill, the volume of which exceeds two cubic yards, and any excavation, fill, ditch, diversion dam or other thing or device that affects or alters the natural flow of surface waters upon or across any Lot, or that affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

Section 1.43 Interpretive Authority. (a) Declarant during the Declarant Control Period, and (b) the Metropolitan District after expiration of the Declarant Control Period.

Section 1.44 Landscape. A type of Improvement consisting of the treatment of ground surface with live plants, wood chips, pebbles, stones, rocks, mulch materials or other decorative surfacing materials, whether natural or artificial, including without limitation planted trees, bushes, shrubs, hedges, and grasses. For purposes of this definition, the word "Landscape" shall include all other forms of the word Landscape, such as "Landscaped" and "Landscaping."

Section 1.45 Law/s. All applicable laws, statutes, rules, regulations, ordinances, codes, decrees, orders, judgments, licenses and permits of any Governmental Authority, and including without limitation those issued or otherwise put into effect by Colorado Springs, the County, and the Metropolitan District, in all cases as amended and as may be amended from time to time.

Section 1.46 Lot/s. A parcel of land designated as such within the Plat and located within the Community Area.

Section 1.47 Lot Line/s. All of the following:

- (a) each boundary line (whether one or more) between the Lot and any street, which shall be referred to as front Lot Lines;
- (b) any boundary line that meets and forms an angle with a street, which shall be referred to as side Lot Lines, except that for a corner Lot with two front Lot Lines, the side Lot Line is the boundary that forms an angle with the street and affords the principal access to the Lot; and
- (c) all other Lot Lines, which shall be referred to as rear Lot Lines.

Section 1.48 Maintenance Areas. Any property located in the Community Area, other than Metropolitan District Properties, that is managed, operated, cared for, maintained and repaired by the Metropolitan District if, in the sole discretion of such Metropolitan District: (a) some or all of the Members would benefit thereby; (b) the applicable Plat or the Development Plan requires it; or (c) it is in the common interests of the Metropolitan District or the Owners.

Section 1.49 Mediation Period. The period that is forty-five (45) days following delivery of the associated Notice of Claim.

Section 1.50 Member/s. An owner of real property within the Community Area. Membership shall be appurtenant to, and may not be severed from, ownership of a Dwelling Unit or Lot.

Section 1.51 Metropolitan District. Although written in the singular throughout this Declaration for ease of reference, any one or more of the Districts as determined by the terms of the Metropolitan District Documents.

Section 1.52 Metropolitan District Documents. The operative documents of the Districts, whether recorded or adopted at this or a later time, as amended and supplemented and as may be amended and supplemented from time to time, all of which are incorporated herein by this reference. They shall include the following for each District, without limitation:

- (a) the Service Plans;
- (b) the Bylaws;
- (c) this Declaration;
- (d) the Plat;
- (e) the Rules and Regulations;
- (f) the Development Plan; and
- (g) the Community Standards.

Section 1.53 Metropolitan District Property/ies. Any and all real and personal property, if any, together with any and all Landscaping and Improvements, now or hereafter located within the Community Area and appurtenances and rights thereto, hereafter owned by the Metropolitan District or that the Metropolitan District hereafter maintains, holds, or uses for the common use and enjoyment of all or an identified portion of the Members and the public as provided herein and under the Service Plan, without ownership thereof, and for purposes as may be permitted by this Declaration or a Plat. Any Metropolitan District may, from time to time, be granted Metropolitan District Properties by a Plat of a portion of the Community Area pursuant to the terms of this Declaration. The Metropolitan District Properties shall include the Tracts of land within the Community Area identified on the Plats as real property improvements that will be owned and/or maintained by the Metropolitan District. The Metropolitan District shall be obligated to maintain all aspects of any Metropolitan District Properties, other than those aspects that are specifically identified on the Plats or in the public record as being the obligation of another party. All of the Metropolitan District Properties will be open to all Members and the public.

Section 1.54 Notice of Article XV Lien. Written and recorded notice of an Article XV Lien setting forth the amount of the claimed delinquency, the interest and expenses of collection that have accrued thereon and that will continue to accrue, the legal description and street address of the Dwelling Unit against which the Article XV Lien is claimed, and the name of the record Owner thereof.

Section 1.55 Notice of Claim. Written notice of a Claim setting forth the nature of the Claim, the basis or reason for the Claim, any other material information regarding the Claim, the specific relief and proposed remedy sought, and the intent to invoke Article XV.

Section 1.56 Notice of District Lien. Written notice of a District Lien setting forth the amount of the claimed delinquency, the interest and expenses of collection that have accrued thereon and that will continue to accrue, the legal description and street address of the Lot against which the District Lien is claimed, and the name of the record Owner thereof.

Section 1.57 Occupancy/ies. The regular, exclusive occupancy of a Lot or a Dwelling Unit by any Person, excluding the Owner and any Related Person who is not a lessee, renter or contract purchaser, including without limitation any such occupancy by, through or under a lease or rental agreement.

Section 1.58 Open Space Fencing. Any fence of any type, material, length, or height located on Lot Lines adjacent to Tracts.

Section 1.59 Owner/s. The record title holder, including without limitation Declarant, whether one or more Persons, of fee simple title to a Lot or Dwelling Unit, including without limitation Persons who are considered sellers under executory contracts as provided by Colorado Law.

Section 1.60 Perimeter Wall/s. Any type of wall, fence, or physical vertical barrier around the perimeter of any part or all of the Community Area, including without limitation adjacent to, along the property line of, or located on any part of a Tract or Lot, composed of any material, constructed to an appropriate height for its purpose, and intended to separate space,

mitigate noise, block or reduce sound, provide privacy, demarcate a border or boundary, add to the aesthetics of all or any portion of the Community Area, or prevent, control, or limit ingress or egress.

Section 1.61 Person/s. A natural person, a corporation, a limited liability company, a partnership (including without limitation general, limited and limited liability partnerships) or any other public or private entity, including without limitation those recognized as being capable of owning real property under Colorado Law.

Section 1.62 Pikes Peak RBD. The Pikes Peak Regional Building Department.

Section 1.63 Plat/s. All current plats of all or any portion of the Community Area, together with any supplemental plats recorded in the County Records for any portion of the Community Area.

Section 1.64 Related User/s. All of the following:

- (a) any Person who resides with an Owner within the Community Area;
- (b) a guest or invitee of a Member or Owner;
- (c) an occupant, tenant or contract purchaser of any Dwelling Unit; and
- (d) any family member, guest, employee, agent, representative, licensee, contractor, invitee or cohabitant of any of the foregoing Persons.

Section 1.65 Representatives. Architectural Committee Representatives, Declarant Representatives, and District Representatives.

Section 1.66 Reserve Study. A study of the level of Reserves suggested at any time and from time to time for an applicable portion of the Community Area prepared by a qualified independent third party at Declarant's request. Each such study shall be deemed conclusive and binding on Declarant, the Metropolitan District and each of the Owners for the period of time covered by such study.

Section 1.67 Reserves. A reasonable amount of funds, if any, held in reserve by the Metropolitan District for specified purposes relating to the Community Area or any portion thereof, including without limitation for use as contingencies, surpluses, and sinking funds so that adequate funds are available to the Metropolitan District for maintenance, repair, replacement, and care of Metropolitan District Properties.

Section 1.68 Respondent. A Person against whom a Claim is asserted.

Section 1.69 Rules and Regulations. Such rules and regulations, if any, as may be adopted by the Board at any time and from time to time, as amended and as may be amended from time to time.

Section 1.70 Service Plan. The service plan of each District.

Section 1.71 Site Fees. Fees to pay for services provided by the Metropolitan District as authorized by the Metropolitan District Documents and/or the Act, including without limitation for any of the following purposes:

(a) to or for the benefit of a specific Member, Owner, Dwelling Unit and/or Lot in order to avoid or mitigate a threatened violation of any of the Metropolitan District Documents;

(b) as a result of the willful or negligent acts or omissions of a Member, Owner or Related User;

(c) as a result of a violation of any of the Metropolitan District Documents;

(d) as a result of any loss by the Metropolitan District or damage to Metropolitan District Properties;

(e) pursuant to the enforcement powers of the Metropolitan District, including without limitation with respect to the imposition of fines by the Metropolitan District against any Member, Owner, or other Person; and

(f) pursuant to the terms of this Declaration with respect to which such fees are expressly permitted, including without limitation pursuant to Section 5.10, Section 9.4, Section 11.8, and Section 12.1.

Section 1.72 Special Charges. Charges to raise funds for the Metropolitan District as authorized by the Metropolitan District Documents and/or the Act, including without limitation for any of the following purposes:

(a) to construct, reconstruct, maintain, repair, replace, or care for Metropolitan District Properties;

(b) to add to Metropolitan District Properties;

(c) to provide for necessary facilities and equipment;

(d) to offer the services authorized in this Declaration;

(e) to correct any deficit or cost overrun;

(f) to repay any loan made to the Metropolitan District to enable it to perform the duties and functions authorized in this Declaration;

(g) to create reasonable Reserves on an ad hoc basis, subject to Section 11.15; and

(h) pursuant to the terms of this Declaration with respect to which such charges are expressly permitted, including without limitation pursuant to Section 9.5 and Section 11.7.

Section 1.73 Supplemental Declaration. Any declaration of covenants, conditions, restrictions and easements recorded against an applicable portion of the Community Area by Declarant and consented to by the Owner(s) thereof setting forth additional covenants, conditions, restrictions and easements, which shall be in addition to, and not in lieu of, this Declaration. Each Owner acknowledges that different areas within the Community Area may contain different Supplemental Declarations. Each Owner is encouraged to review the Supplemental Declaration applicable to the Owner's Dwelling Unit. For purposes of this definition, the word "Supplemental Declaration" shall include the singular and the plural.

Section 1.74 Tract/s. A parcel or parcels of land designated as such within the Plats.

Section 1.75 Utility/ies. Electric, gas, telephone, cable, ethernet, internet, sewer, and all other utility services, but not including lighting standards and customary service devices for access, control or use of such utilities.

Section 1.76 Vehicle. All modes of transportation propelled by an engine on land (not by rail or cable), including by way of illustration, and not limitation, cars, trucks, sport utility vehicles, recreational vehicles, motor homes, trailers, all-terrain vehicles, utility task vehicles, snow mobiles, motorcycles, scooters, carts, three-wheelers, skid steers, bobcats, and tractors, and any major part or parts of any such mode of transportation, including by way of illustration, and not limitation, bodies, chassis, and engines.

ARTICLE II **PURPOSE AND SCOPE**

Section 2.1 Community Name, Location and Area. Greenways Investments owns certain real property in Colorado Springs described in this Declaration as the Community Area. The name of the community subject to this Declaration is Greenways at Sand Creek South.

Section 2.2 Purposes of Declaration. Pursuant to the Act, this Declaration is executed and recorded for the following purposes:

- (a) in furtherance of a common and general plan for the Community Area;
- (b) to protect and enhance the quality, desirability, and attractiveness of the Community Area;
- (c) to provide for the Metropolitan District to hold, maintain, and manage certain common properties and amenities in the Community Area and to perform certain functions and services for the benefit of the Owners and Related Users of the Community Area;

(d) to define the Metropolitan District's duties, obligations, powers, and rights; and

(e) to define certain duties, obligations, powers, and rights of the Owners.

Section 2.3 Declaration; Scope. With the consent of Greenways Investments and the Districts, Declarant hereby declares that the Community Area shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, easements, limitations, reservations, exceptions, and other provisions set forth in this Declaration, all of which are declared to be a part of and in furtherance of a common and general plan of development, improvement, enhancement, and protection of the Community Area.

Section 2.4 Binding Nature of Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with Section 16.1, shall bind, be a charge upon, and inure to the mutual benefit of the following:

(a) all and every portion of the real property within the Community Area and the Improvements thereon;

(b) Declarant;

(c) the Metropolitan District; and

(d) Owners and all other Persons having or acquiring any right, title, or interest in any property that is part of the Community Area or any Improvement thereon, and their encumbrancers, claimants, heirs, personal representatives, successors, and assigns.

ARTICLE III
**COVENANTS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE
COMMUNITY AREA**

Section 3.1 Permitted Property Uses.

(a) All Lots will be used exclusively for residential purposes in accordance with the Community Area's applicable private residential zoning and this Declaration and any applicable Supplemental Declaration. For the avoidance of doubt, no Lot shall be used or occupied for any purpose other than for a Dwelling Unit, and all other uses, including without limitation elder care facilities, group homes, and limited group homes, are strictly prohibited.

(b) Home Occupations are permitted only if and to the extent they comply with the Home Occupation Provisions. The Board shall have the power and right to establish Rules and Regulations regarding the use of a Lot or Dwelling Unit for Home Occupations, including without limitation regarding safety, disturbances, noise, hours of operation and traffic within the Community Area. Commercial or business uses with any

adverse external effect on the nature, perception, operation, or ambiance of the Community Area as a first class residential community are prohibited without Authorization of the Metropolitan District. Any violation of any of the Home Occupation Provisions or associated Rules and Regulations shall be deemed to be a violation of this Declaration.

Section 3.2 Improvements.

(a) With the exception of an approved Dwelling Unit, no Improvement or trailer, mobile home, tent or other similar or dissimilar temporary quarters in the Community Area may be used for living or residential purposes.

(b) Only the following types of Improvements are permitted to be erected on a Lot:

(i) a Dwelling Unit approved by the Architectural Committee and that is in compliance with the applicable Development Plan, this Declaration, the Rules and Regulations, the Community Standards and any applicable Supplemental Declaration;

(ii) Improvements that have AC Approval or are otherwise expressly allowed under the terms of this Declaration and that are in compliance with the applicable Development Plan, this Declaration, the Rules and Regulations, and the Community Standards; or

(iii) Improvements that Declarant, the Metropolitan District or their respective designees place or construct within the Community Area and that are in compliance with the Development Plan.

Section 3.3 Construction Type. All construction shall be new. Neither a building previously used at another location nor any building or Improvement originally constructed as a mobile dwelling may be moved onto a Lot except as expressly provided in Section 3.7 for temporary construction, sales, or administration buildings.

Section 3.4 Storage. Following the initial construction of a Dwelling Unit on a Lot, no building materials shall be stored on any Lot, except temporarily during continuous construction of an Architectural Committee-approved Improvement or its alteration, unless such building materials are stored in the garage on the Lot or otherwise enclosed and fully screened in a manner approved by the Architectural Committee.

Section 3.5 No Occupancy During Construction. A Dwelling Unit shall not be occupied in the course of original construction until substantially completed and, if required by applicable Law, until a Certificate of Occupancy has been issued.

Section 3.6 Construction Completion. All construction work shall be prosecuted diligently and continuously from the time of commencement until the issuance of a Certificate of Occupancy and shall be completed within the following timeframes:

(a) The exterior of all Dwelling Units and final grading of Lots must be completed within nine (9) months after the Commencement of Construction.

(b) Landscaping must be completed within six (6) months after the issuance of a Certificate of Occupancy in accordance with the terms of Section 4.5.

(c) Construction of any Improvements on a Lot, other than a Dwelling Unit and Landscaping, must be completed within nine (9) months after Commencement of Construction.

(d) If, due to a Force Majeure Event, completion within a prescribed period would be impossible or result in great financial hardship for the Owner, the Architectural Committee may, in its sole discretion, extend the applicable deadline for a reasonable period of time. Any extension that is granted for the period of the Force Majeure Event shall be presumed to be reasonable and satisfactory; however, the Architectural Committee shall not be precluded from extending an applicable deadline for a period of time that is shorter than the period of the Force Majeure Event if such shorter period of time is reasonable.

(e) If work is not completed within the prescribed periods herein, including any authorized extensions, or if work ceases for any reason for a period of forty-five (45) days without AC Approval, the Architectural Committee may notify the Owner that the work must recommence within thirty (30) days from the date of such notice and continue diligently to completion. If the Owner fails either to (i) recommence the work within such thirty (30) day period, or (ii) prosecute such work diligently to completion, the unfinished Improvement or any unfinished portion thereof may be deemed a nuisance and the Architectural Committee may, in its sole discretion, cause such unfinished Improvement or unfinished portion thereof to be removed forthwith from the Lot by and at the cost of the Owner.

The time limits established in this Section 3.6 shall not apply to Improvements constructed or installed by Declarant.

Section 3.7 Temporary Structures. Temporary structures used as construction, administration, or sales offices may only be erected or maintained by Declarant or with the Authorization of Declarant or AC Approval. Such temporary structures shall be kept secure, and shall be removed promptly when their use is no longer required on a regular basis, in no event later than the time period established in the Community Standards.

Section 3.8 Model Homes. Homes may be used and exhibited as model homes or for any other public purpose only by Declarant or with the Authorization of Declarant or AC Approval, which in each case shall specify the period of time such use is permitted.

Section 3.9 Construction Debris. During the progress of construction following initial construction of Dwelling Units within portions of the Community Area, the Owner of a Lot and the Owner's contractors and subcontractors shall use commercially reasonable efforts to ensure that the Lot is kept free of trash and debris, all of which shall be deposited in a designated trash container or receptacle that shall be provided and maintained by the Owner. Such trash container

or receptacle must be placed by the Owner within the boundaries of the Owner's Lot unless Declarant or the Architectural Committee, in its sole discretion, authorizes the container or receptacle to be located on the street adjacent to the Lot. The Owner shall use reasonable efforts to ensure that the Owner's construction materials, trash or debris shall not be allowed on the property of others. The Owner shall promptly retrieve any construction materials, trash or debris that blow off the Owner's Lot or from the Owner's trash container or receptacle, and shall properly dispose of same in accordance herewith. In addition, the Owner of a Lot shall cause all excess dirt that may be generated from excavation on the Lot to be removed promptly from the Lot or street, no later than the date the Certificate of Occupancy is issued.

Section 3.10 Drilling Structures. No derrick or other Improvement designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot. The foregoing is not intended to prohibit temporary drilling to obtain samples in connection with the investigation of soils or temporary drilling necessary in the construction of Improvements.

Section 3.11 Fire and Police Protection. Each Owner hereby acknowledges that fire protection will be provided to the Community Area by the Colorado Springs Fire Department, and police protection will be provided to the Community Area by the Colorado Springs Police Department.

Section 3.12 Standards of Governing Jurisdictions. Owners, together with builders of Dwelling Units, are subject to the Laws of various governing jurisdictions. In the event that the covenants and requirements of this Declaration conflict with any such Law, the more stringent shall govern to protect the Community Area from loss, damage, or diminution of value, or the threat thereof.

Section 3.13 Responsibility for Stormwater Compliance. Each Owner acknowledges that the activities involved in respect of construction on a Lot are subject to Laws governing the management of stormwater runoff from construction sites, including without limitation the Colorado Discharge Permit System Regulations, 5 C.C.R. § 1002-61. In addition to, and not in limitation of, any other obligations contained in this Declaration and the Community Standards, each Owner will be solely responsible for maintaining proper storm water drainage in and through such Owner's Lot. Improvements and Landscaping that could impede the flow of runoff shall not be placed in drainage easements. Public drainage easements specifically noted on the Plats shall be maintained by the applicable individual Owners unless otherwise expressly provided in writing by Declarant, the Metropolitan District, or applicable Law. Each Owner shall be required to take appropriate action to prevent the unauthorized discharge of sediment or contaminants from the Owner's Lot.

ARTICLE IV **DENSITY, SETBACK AND QUALITY STANDARDS**

Section 4.1 Limitation on Dwellings and Subdivisions. No Lot shall be replatted or otherwise subdivided without AC Approval or Authorization by Declarant, and applications for such AC Approval will not be favored in the absence of extreme hardship. AC Approval is required

for any Lot Line adjustments that do not result in an increase in the number of Lots and that are made to accommodate building plans previously approved by the Architectural Committee. This Section 4.1 does not apply to and shall not restrict Declarant's rights under Article X. An Owner will be solely responsible for obtaining all required governmental approvals for any Lot Line adjustments, without regard to AC Approval.

Section 4.2 Setbacks and Easements. At the Commencement of Construction and thereafter, all construction must conform to setback requirements required by Law and as set forth on the applicable Plat with respect to all Lot Lines. All Lots are also subject to the minimum setbacks and easements for public utilities and drainage purposes as set forth in the Development Plan and applicable Law.

Section 4.3 Antennas.

(a) No Antenna shall be mounted on the roof of any building, nor shall any such Antenna be placed at any exterior location so as to be visible from neighboring properties or adjacent streets. All Antennas must comply at all times with the terms of this Declaration, the applicable Community Standards and applicable Law.

(b) Plans for Antenna-related Improvements, other than FCC Protected Structures, must be submitted to the Architectural Committee for review and must receive AC Approval prior to installation. If the Architectural Committee disapproves such plans, the Person requesting AC Approval may modify the plans to eliminate the Architectural Committee's objections and resubmit them for AC Approval. If any Antenna is installed without AC Approval, the Architectural Committee shall have the right to demand its prompt removal, and may in its discretion exercise any of its other powers and rights as set forth in this Declaration.

(c) Notwithstanding any provision in this Section 4.3 to the contrary, FCC Protected Structures shall be permitted for residential use so long as the means, method, and location of such FCC Protected Structures comply with the Community Standards and applicable Law. No unreasonable delay or increase in the cost of installation or maintenance of FCC Protected Structures shall be imposed by the Community Standards, nor shall the Community Standards prevent reception or otherwise make reception impossible for any Owner who shall seek to install FCC Protected Structures, other than for health and safety reasons.

(d) No Antenna used to transmit signals to, or receive signals from, multiple customer locations are permitted, without AC Approval.

Section 4.4 Fences. Declarant, the Metropolitan District, and the Architectural Committee may establish standards for fences within the Community Area, which shall be enforced pursuant to the terms of this Declaration.

Section 4.5 Open Space Fences, Perimeter Walls and Landscaping.

(a) Declarant and the Metropolitan District each reserve the right, but shall not have the obligation other than as imposed under the Development Plan, to construct or install in its sole discretion:

(i) Open Space Fencing;

(ii) Perimeter Walls; and

(iii) Landscaping in all Tracts and generally along the perimeter of all or any portion or portions of the Community Area.

(b) Whether constructed and installed by Declarant or the Metropolitan District, such Open Space Fencing and Perimeter Walls shall be maintained and kept in good condition and repair by the Metropolitan District. Notwithstanding the foregoing, upon written notification from the Metropolitan District or as provided in the Supplemental Declaration, each Owner shall be responsible for maintaining that portion of the Open Space Fencing located adjacent to the Owner's Lot, in the manner prescribed by the Metropolitan District or set forth in the Supplemental Declaration.

(c) No additions, extensions, or attachments, including without limitation lighting and solar and wind energy devices, shall be made or affixed, permanently or temporarily, to any part of any Open Space Fencing or Perimeter Wall other than by Declarant or Declarant Representatives. Except as constructed by Declarant or the Metropolitan District, or otherwise with AC Approval, any fence proposed to be installed on a Lot that abuts Open Space Fencing shall be required to conform to all applicable restrictions, including without limitation the Community Standards and any other fencing standards that may be established from time to time by Declarant, the Metropolitan District, and the Architectural Committee or as set forth in the Supplemental Declaration.

(d) Without the Authorization of Declarant or the Metropolitan District or AC Approval, no Open Space Fencing or Perimeter Wall may be increased, altered or modified by any Person other than Declarant or upon AC Approval, including as to length, height, design, color, appearance and/or any other aspect, except with respect to connecting rear and side Lot fences to Open Space Fencing as set forth above.

(e) No sign of any type shall be displayed from any part of any Open Space Fencing or Perimeter Wall other than by Declarant or upon AC Approval, other than promotive sales signs for initial Lot or Dwelling Unit sales by Declarant or persons authorized by Declarant or the Architectural Committee, and not for home resales or unauthorized home builders.

(f) Entry on an applicable Lot by Declarant, the Metropolitan District or their respective Representatives in order to erect, install, construct, inspect, maintain, repair, replace or reconstruct Open Space Fencing or Perimeter Walls shall not be deemed a trespass. Except in case of an emergency, prior notice will be given to the applicable Owner before any such entry.

(g) Neither Declarant, the Metropolitan District nor their respective Representatives shall be liable to any Owner for any Claim, including without limitation any loss, costs or damages to such Owner, arising out of, resulting from, or relating to the erection, installation, construction, inspection, maintenance, repair, replacement, or reconstruction of Open Space Fencing, Perimeter Walls and Landscaping, except to the extent caused by gross negligence or willful misconduct and, with respect to the Metropolitan District, subject to any applicable governmental immunity.

(h) Declarant and the Metropolitan District may, but are not obligated to, record from time to time in the County Records a map or other documentation confirming the location of Open Space Fencing and Perimeter Walls within the Community Area.

(i) A non-exclusive easement is hereby granted to Declarant, the Metropolitan District and their respective Representatives upon, across, over, in and under any Lots as may be necessary or appropriate for the erection, installation, construction, inspection, maintenance, repair, replacement, or reconstruction of Open Space Fencing, Perimeter Walls, and Landscaping as provided herein.

Section 4.6 Underground Utilities. All Utilities that will be installed within the Community Area after the execution date of this Declaration shall be installed underground. This requirement shall not apply to any overhead or aboveground Utilities that were in place prior to the execution date of this Declaration, and Declarant may grant approval for temporary above ground Utility lines as needed during construction.

Section 4.7 Construction to Comply with Law. All construction must comply with and conform to applicable Law, including without limitation applicable building codes, zoning codes and subdivision regulations, which may vary from the provisions of this Declaration; provided, however, if this Declaration is more restrictive than such Laws, then the more restrictive provisions of this Declaration shall govern and control.

Section 4.8 General Architectural Standards. The Architectural Committee shall have the right and authority to establish and amend specific architectural standards from time to time, including without limitation as provided in this Declaration and the Supplemental Declaration, and as part of the Community Standards, which architectural standards and Community Standards may differ from location to location within the Community Area, including without limitation as set forth in Section 8.8.

Section 4.9 Tract Use. Each Tract within the Community Area shall be used solely for the purposes for which such Tract was established as set forth on the applicable Plat. Each Owner acknowledges that the Metropolitan District is not and will not at any time be responsible for monitoring the use of any such Tract. Each Owner hereby expressly releases Declarant and the Metropolitan District, and their respective Representatives, and all other Owners, from any and all liability related to the existence of Tracts within the Community Area and the use thereof by a Member, Owner, Related User, or any other Person.

Section 4.10 Tract Ownership and Maintenance. Each Tract within the Community Area shall be managed, operated, cared for, maintained and repaired by the responsible Persons as

indicated on the applicable Plat. Declarant and the Metropolitan District may provide written notice to any such responsible Persons who fail to carry out these obligations. In the event the responsible Persons fail to respond adequately within twenty (20) days from the date of such notice, Declarant, the Metropolitan District and their respective Representatives shall have the right (but shall not have the obligation) to enter onto such Tract to manage, operate, care for, maintain and repair same, and the responsible Persons shall be responsible for the actual costs and expenses incurred by Declarant and the Metropolitan District, including without limitation as provided by the terms of this Declaration.

Section 4.11 Use of Metropolitan District Property to Comply with Law. Every use made of Metropolitan District Property shall comply with the Rules and Regulations adopted by the Board, all other applicable Law and the Community Standards.

ARTICLE V **LIVING ENVIRONMENTAL STANDARDS**

Section 5.1 Garage Doors. All garage doors shall be kept closed except when being used to permit ingress and egress to or from the garage.

Section 5.2 Outdoor Sound Levels, Equipment and Structures.

(a) No exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for security purposes, shall be located, used or placed on any Improvement or Lot. With AC Approval, an Owner may install or otherwise utilize exterior stereo speakers, provided that the sound levels from such speakers do not disturb the peace, are within lawful decibel limits, and do not constitute a nuisance.

(b) Barbecues, braziers, and well-contained outdoor fireplaces that comply with applicable Community Standards and Law, including without limitation with respect to design and use, are permitted exterior to a Dwelling Unit. Outdoor kitchens, fire pits, and similar built-in Improvements require AC Approval. Each Owner shall observe all fire bans imposed by any Governmental Authority. No Owner shall burn trash on a Lot, including without limitation in a barbecue, brazier or outdoor fireplace, or permit any other condition, whether natural or manmade, to exist on a Lot that creates a fire hazard.

(c) When not in use, all equipment for the maintenance of a Lot, Dwelling Unit or other Improvement shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring properties or adjoining streets.

(d) All outside lighting shall comply with applicable Community Standards and Law, including in respect of hue and intensity. All exterior floodlights and spot lights require AC Approval. Notwithstanding any of the foregoing, Declarant may use floodlights and spot lights for the purpose of marketing model homes.

(e) No outdoor clothes poles, clotheslines or other similar facilities for drying or airing clothes or household goods shall be placed on any Lot, and no laundry or

wash shall be dried or hung outside of any Improvements or on any fencing or exterior railing.

(f) All outdoor Utility-related equipment is subject to AC Approval, including without limitation as to location and type. For the avoidance of doubt, this includes without limitation solar and wind energy devices, heating units, generators, and air conditioning systems.

(g) Following the initial construction of a Dwelling Unit, no unsightly objects or materials, including without limitation ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers holding any such scrap material or refuse, shall be stored, accumulated or deposited outside so as to be visible from any neighboring property or adjoining street, except during designated refuse collection times.

(h) After a period of one (1) week of continued violation of this Section 5.2 on a Lot, Declarant, the Metropolitan District or their respective Representatives shall have the right to enter upon the Lot to remove objects or materials at the cost and expense of the Owner, which shall be in addition to all other lawful recourse, including without limitation the imposition of fines against the Owner by Declarant or the Metropolitan District. Any such entry by Declarant, the Metropolitan District or their respective Representatives shall not be deemed a trespass, and the Owner shall be liable for all costs and expenses incurred relative thereto.

(i) For the avoidance of doubt, Supplemental Declarations may contain additional restrictions concerning, among other things, outdoor sound levels, equipment and structures that may apply to an applicable portion of the Community Area and should be reviewed in conjunction with this Declaration, including without limitation additional restrictions regarding porch, deck or patio items and conditions; outdoor lighting; play equipment such as swing sets, slides, play structures, hot tubs and swimming pools; storage sheds; signs; flags; solar devices; and air conditioning systems.

Section 5.3 Nuisances. No Person shall carry on any noxious, offensive, hazardous or illegal activity on any Lot or in any Dwelling Unit, nor shall any Person do anything tending to cause embarrassment, discomfort, annoyance or nuisance to Declarant, the Metropolitan District, the Architectural Board, their respective Representatives, the Members, the Owners or any other Persons associated with the Community Area. Excluding activities authorized pursuant to this Declaration, no annoying lights, strobes, sounds, soundwaves, vibrations, or odors shall be permitted to emanate from any Lot or Dwelling Unit. For the avoidance of doubt, any sound that exceeds lawful decibel limits shall be deemed a nuisance.

Section 5.4 Grading and Drainage.

(a) Owner acknowledges that the soils in Colorado can be both expansive and low-density, which will adversely affect the integrity of Improvements if not properly maintained. Expansive soils contain clay materials that change volume based on moisture content. Low-density soils can consolidate or collapse based on moisture content.

No Owner shall permit the moisture content of soils to adversely affect foundations, footings, and slabs.

(b) No material change may be made to the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original, approved finish grading plan for such Lot without first obtaining the Authorization of Declarant or AC Approval.

(c) Grading shall be maintained at all times so as to conduct or direct irrigation and surface waters away from foundations, footings, and slabs. Any construction, grading or swales should conduct or direct surface waters to a drainage easement or to a street.

(d) Surface waters should not be concentrated and conducted or directed differently than the historic direction of flow without the Authorization of Declarant or AC Approval. Special attention should be paid to the revegetation of approved grades, cuts and fills to eliminate erosion.

(e) Each Owner is responsible for maintaining the approved grading plan and drainage patterns on such Owner's Lot and insuring that drainage is not impeded and is conducted or directed to the historic or other authorized or approved direction of flow. Each Owner is responsible for any damage that results, directly or indirectly, from a change in grade or drainage patterns in violation of this Declaration, including without limitation this Section 5.4.

Section 5.5 Animals.

(a) No animals, except domesticated birds or fish and other small domestic animals permanently confined indoors and those permitted pursuant to this Section 5.5, shall be permitted on any Lot.

(b) Domesticated dogs and domesticated cats may be kept or maintained on any Lot in the Community Area only if kept as pets. The aggregate number of domesticated dogs and domesticated cats on a Lot, including without limitation those designated as service or emotional support animals, may not exceed four (4), subject at all times to compliance with applicable Community Standards and this Declaration.

(c) No animals shall be kept or maintained within the Community Area for any commercial purposes.

(d) No animals shall be bred within the Community Area for any reason.

(e) Dogs may be kept in a dog run or other similar enclosure on a Lot in compliance with all applicable Community Standards. The location, materials, size, screening and other specifications for the dog run shall be subject to AC Approval prior to installation. Notwithstanding the foregoing, no animal shall be chained or enclosed on a Lot outside of the Dwelling Unit for any extended period of time, except by means of an AC Approval of underground electronic fences or other invisible barriers or fences. The chaining or enclosure of any animal outside for more than a brief period of time during

extreme weather conditions shall be deemed a violation of this provision, and the Owner of such animal or Lot may be reported to appropriate Governmental Authorities.

(f) Notwithstanding the above, no animal of any kind shall be permitted to be kept or maintained in or on any Lot within the Community Area that in the discretion of the Metropolitan District makes an unreasonable amount of noise or odor, has a history of harming Persons, is a nuisance, is difficult to control and handle on a leash by its Owner or other responsible Person, or is a safety hazard. For the avoidance of doubt, the following occurrences outdoors on any Lot or in any other part of the Community Area shall be deemed a violation of this provision: continuous, excessive barking or howling by a dog; continuous, excessive meowing or yowling by a cat; and excessive uncollected fecal matter. Noises shall be deemed “continuous” and “excessive” if they are clearly audible at a high decibel level from a neighboring Lot or Tract without a reduction in intensity or strength for a period of time longer than thirty (30) minutes.

(g) All dogs shall be kept on a leash, cleaned up after, and attended to by their Owners when present in any part of the Community Area, except when kept in an enclosed area on an Owner’s Lot with such Owner’s knowledge and permission, but in all events in accordance with the applicable Community Standards.

(h) An Owner shall be solely responsible for any loss or damage caused by such Owner’s pets.

Section 5.6 Vehicles and Boats.

(a) No unused, stripped down, partially wrecked or inoperative Vehicle or Boat shall be permitted to be parked on any right-of-way or public drive, or within any Lot unless fully enclosed in a garage. A Vehicle or Boat is deemed to be “unused” if it is not properly licensed, or as otherwise determined by Declarant or the Metropolitan District. Even if properly screened, there shall be no more than one (1) unused, stripped down, partially wrecked or inoperative Vehicle or Boat on a Lot.

(b) No maintenance, servicing, repair, dismantling, sanding or repainting of any Vehicle or Boat, or any other large machine or device, may be carried on except within a building that screens the sight and sound of the activity from adjoining streets and from neighboring property and in accordance with all applicable Community Standards.

(c) Appropriate “no parking” and similar signage may be posted by Declarant, the Metropolitan District, or other Governmental Authority within the Community Area. The lack of any such signage shall not be a waiver of the limitations herein or any rules established from time to time as provided herein.

(d) For the avoidance of doubt, Supplemental Declarations may contain additional restrictions concerning, among other things, Vehicles and Boats that may apply to an applicable portion of the Community Area and should be reviewed in conjunction with this Declaration, including without limitation additional restrictions regarding parking, storage and loading.

Section 5.7 Hazardous Materials. No materials shall be transported to, from or within the Community Area in such a way as to create a hazard or nuisance. The storage, use or disposal of hazardous or radioactive material, as defined in applicable Law, within the Community Area is strictly prohibited. For the avoidance of doubt, any intensive or continuous use of pesticides and herbicides is prohibited hereunder.

Section 5.8 Occupancies. An Owner shall have the right to allow Occupancies on such Owner's Lot or within such Owner's Dwelling Unit subject to all restrictions of record, including without limitation the following restrictions and as further set forth in this Declaration and the Community Standards:

(a) Occupancies of Lots, and short-term Occupancies of Dwelling Units for less than ninety (90) days, including without limitation transient, hotel, bed-and-breakfast or vacation-type rentals, are strictly prohibited without Declarant's or the Metropolitan District's Authorization. Any of the uses set forth in the preceding sentence shall be prohibited for any Dwelling Unit even if such use is determined to be a residential use.

(b) All permitted Occupancies of a Dwelling Unit shall be for the entire Dwelling Unit, and there shall be no subdivision of a Dwelling Unit. The subleasing or sub-rental of a Dwelling Unit or any portion thereof is strictly prohibited. Upon the expiration of any Occupancy of a Dwelling Unit for (90) days or more, the Owner may thereafter extend the Occupancy on a month-to-month basis.

(c) Every Occupancy shall be evidenced in writing, for example through a lease or rental agreement, and shall provide that it is subject to all of the terms of this Declaration and the Community Standards. Owners are required to provide all such occupants with copies of the current Declaration and Community Standards. For the avoidance of doubt, Owners shall continue to be bound by the Declaration and Community Standards during any Occupancy.

(d) Owners that permit Occupancies shall provide the Metropolitan District, upon request, with a copy of the writing evidencing such Occupancy, along with the full names of all occupants; vehicle descriptions, including without limitation license plate numbers; number and types of pets; and any other information reasonably requested by the Metropolitan District.

(e) The writing evidencing any Occupancy shall state that the failure of the occupants to comply with the terms of this Declaration and the Community Standards shall constitute a default, and that such default shall be enforceable by, and appropriate remedies shall be available to, the Owner of the Dwelling Unit and the Metropolitan District.

(f) All Occupancies of Dwelling Units shall be subject to the right of the Metropolitan District to remove and/or evict any occupant for failure to comply with any of the terms of this Declaration or any of the Community Standards.

(g) If the Metropolitan District requests that the Owner remove or evict an occupant based on the terms of this Declaration, and the Owner fails to commence such

action within thirty (30) days of the date of the Metropolitan District's request and notice, the Metropolitan District may commence eviction proceedings. Upon failure by the Owner to comply with the Metropolitan District's request to evict, the Owner hereby delegates and assigns to the Metropolitan District the power and authority to evict the occupant as attorney-in-fact on behalf and for the benefit of the Owner. If the Metropolitan District brings an eviction action against the occupant as attorney-in-fact for the Owner, the prevailing party shall be entitled to recover their costs incurred, including without limitation reasonable attorneys' fees and court costs. The Metropolitan District shall be entitled to assess the Owner personally for any attorneys' fees and costs awarded against the Metropolitan District and for any unpaid attorneys' fees and costs awarded to the Metropolitan District, which fees and costs shall also be a District Lien against the Lot.

(h) All Owners who reside at a place other than the Dwelling Unit shall provide to the Metropolitan District a physical address, an email address, and a phone number where the Owner can be reached in case of emergency or other Metropolitan District business. It is the sole responsibility of the Owner to keep this information current.

(i) The Board shall have the power and right to adopt Rules and Regulations regarding Occupancies, including without limitation the implementation of the restrictions set forth in this Section 5.8 along with any other restrictions under this Declaration and as allowed by Law.

Section 5.9 Drugs. Except for the growth of marijuana for personal use as permitted by Colorado Law, no Owner or occupant of a Lot may utilize such Lot or any portion of the Community Area for the purpose of growing, distributing, selling, bartering, or trading marijuana, medical marijuana, hash oil or any other illicit or recreational drug. This prohibition may be further clarified by the Board through Rules and Regulations. Owners will be solely responsible for any loss or damage resulting from a violation of this restriction.

Section 5.10 Health and Safety Generally. No Owner or occupant of a Lot may engage in any activity or practice that, in the sole discretion of the Metropolitan District, is considered a threat to the health or safety of other Owners and Related Users within the Community Area, including without limitation boarding Persons or pets, allowing rodents or other pests to infest the property, creating conditions conducive to electrical, brush, structural or other unplanned, uncontained or wild fire, allowing Lots or Dwelling Units to fall into a state of disrepair, or any other conditions that could cause damage or harm to other Persons or their property in the Community Area.

Section 5.11 Enforcement and Fines. Declarant and the Metropolitan District shall have the right to establish rules and enforcement procedures concerning compliance with this Article V. For any violation by an Owner of any part of this Article V, Declarant and/or the Metropolitan District may impose fines against such Owner, including without limitation as an aid to enforcement of these provisions, and take any other enforcement action as may be appropriate. Any fines imposed by the Metropolitan District may be charged as a Site Fee.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.1 Architectural Committee.

(a) During the Declarant Control Period, the Architectural Committee shall consist of one (1) to three (3) members appointed by Declarant from time to time, subject to removal by Declarant. After the right to appoint and remove members of the Architectural Committee has been transferred to the Board, the Architectural Committee shall consist of at least three (3) and not more than five (5) individuals, all of whom shall be appointed by the Board, subject to removal by the Board.

(b) The members of the Architectural Committee need not be “Members” as defined in this Declaration.

(c) The Architectural Committee shall exercise the functions assigned to it by this Declaration and the Community Standards.

Section 6.2 Community Standards. Declarant, the Metropolitan District and/or the Architectural Committee may, at any time and from time to time, enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce Community Standards. The Community Standards, and any amendments thereto, shall not be effective until adopted by formal action of the Board. Any Community Standards so adopted by the Board shall be consistent, and not in conflict with, this Declaration. Once adopted, the Community Standards and any amendments thereto will be made available on the internet or, by written request, in hard copy form, by the Metropolitan District or the Architectural Committee.

Section 6.3 Approval Required.

(a) Matters that require AC Approval include without limitation the following, unless otherwise expressly and unambiguously permitted by this Declaration or applicable Community Standards:

(i) placement, erection, installation, or alteration of any Improvement, including without limitation alteration of the exterior of any Improvement;

(ii) commencement of construction of any Improvement;

(iii) construction, installation, erection or expansion of any Improvements, including without limitation all buildings and structures and the exterior appearance, finish material, color and texture of all Improvements;

(iv) installation, addition or modification of Landscaping;

(v) demolition or destruction, by voluntary action, of any building, structure or other Improvements;

(vi) grading, excavation, filling or any similar disturbance to the surface of the land; and

(vii) any change or alteration of any previously approved Improvements, including without limitation any change to the exterior appearance, finish material, color or texture.

(b) For the avoidance of doubt, all information and documentation, including without limitation plans and specifications, for the foregoing shall be submitted to the Architectural Committee for review and AC Approval prior to commencement of work.

(c) AC Approval is not required for any Improvement installed by Declarant or the Metropolitan District.

Section 6.4 Submissions.

(a) All information and documentation, including without limitation plans and specifications, samples and other materials, shall be submitted to the Architectural Committee in duplicate, together with any fee owed. The minimum scale of any plans shall be 1/20th inch equals one foot, show all exterior elevations, and indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples. A plot plan shall show in scale the location of all buildings, drives, walks, fences and any other Improvements. Landscaping plans shall show the location of all Landscaping elements, including without limitation grass, ground cover, shrubs, trees and other landscape materials for all the area of the Lot not covered by Improvements. The size and type of all new plant materials shall be indicated.

(b) Neither Declarant, the Metropolitan District, the Architectural Committee nor their respective Representatives shall be obligated to retain any submitted information or documentation following the Architectural Committee's decision or other final disposition.

(c) Declarant, the Metropolitan District, the Architectural Committee, and their respective Representatives make no representations or warranties to the Owner or any other Person concerning Improvements or Landscaping on the Owner's Lot, and shall have no liability or responsibility to Owner or any other Person for defective construction, workmanship, materials, or similar matters. Each Owner acknowledges and agrees that neither Declarant, the Metropolitan District, the Architectural Committee nor their respective Representatives make any warranty or representation, express or implied, that any Improvement or Landscaping is suitable for a Lot or fit for a particular purpose, including without limitation in circumstances where such Improvement or Landscaping is authorized or approved hereunder. Each Owner further acknowledges and agrees that the Owner and the Owner's representatives, including without limitation the Owner's contractors, are fully responsible for all of their construction, labor, and materials concerning any Improvements and Landscaping on such Owner's Lot.

Section 6.5 Architectural Committee (AC) Approval Process.

(a) The procedure for submitting requests and obtaining AC Approval shall be as established from time to time by the Architectural Committee.

(b) All action required or permitted to be taken by the Architectural Committee shall be in writing, and any such written statement shall establish the action of the Architectural Committee.

(c) The Architectural Committee may charge reasonable fees to cover expenses incurred in review of all plans, including without limitation Landscaping plans, samples and materials submitted pursuant to this Declaration, not including reimbursement or compensation to the members of the Architectural Committee for their services.

(d) The Architectural Committee shall be entitled, but shall not be obligated, to retain at least one (1) copy of all approved plans and specifications as part of its files and records.

(e) Each AC Approval shall automatically expire if work is not commenced and progressing at a reasonable pace within one (1) year after such AC Approval. If an AC Approval expires, the applicant must resubmit the request before commencing work, in accordance with the terms hereof.

Section 6.6 Architectural Committee (AC) Standards.

(a) All Improvements to be constructed or installed within the Community Area must comply with the Community Standards, if any, and this Declaration.

(b) In granting or withholding AC Approval of matters submitted to it, the Architectural Committee shall consider the specific standards and specifications set forth in this Declaration, the Community Standards, and any other factors that reasonably may be considered by the Architectural Committee in discharging its duties, including without limitation, and only by way of illustration, any matter within the public domain or otherwise known to the Architectural Committee, any change or potential change in the Law, any product recalls or defects, the insolvency or threatened insolvency of a contractor or product supplier, and prior experiences with a contractor or product within the Community Area or nearby areas.

(c) The Architectural Committee shall have the right to disapprove any plans, specifications or details submitted to it if it determines, in its sole discretion, any of the following:

(i) the proposed Improvement is not consistent with any provision of this Declaration or the Community Standards;

(ii) the submissions, including without limitation the plans and specifications, are incomplete; or

(iii) the submissions, or any part thereof, are contrary to the interest, welfare or rights of all or any part of the Community Area, the Metropolitan District, the Members, the Owners, or the general public.

(d) If the Architectural Committee believes there may be questions of structural integrity, it may require the Owners to obtain certification of the final plans and specifications by a professional architect or engineer licensed in Colorado.

(e) All decisions of the Architectural Committee shall be final and binding unless they are clearly arbitrary and, in addition, there is no rationale to support the Architectural Committee's decision.

Section 6.7 No Liability. Neither Declarant, the Metropolitan District, the Architectural Committee nor their respective Representatives shall be liable in damages or otherwise to anyone submitting requests to them for Authorization or AC Approval, including without limitation for a variance, or to any Owner by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with an Authorization or AC Approval, including without limitation any disapproval, partial approval, or failure to approve. Authorization and AC Approval shall not mean that plans and specifications are in compliance with the requirements of applicable Law, and it shall be the responsibility of the Owner and the other Persons submitting requests for Authorization or AC Approval to comply with all applicable Law.

Section 6.8 Variances.

(a) The Architectural Committee may, in its discretion, grant a Lot variance from the terms of this Declaration or the Community Standards if:

(i) due to circumstances, the literal enforcement of this Declaration or the Community Standards would likely result in unnecessary hardship to an Owner; and

(ii) provided such variance will not be contrary to the interests of the other Members, Owners and residents of the Community Area.

(b) Any Person seeking a variance must submit a complete application to the Architectural Committee, setting forth all information and documentation required by the Architectural Committee, a detailed statement of the reasons for the requested variance, and information or documentation concerning the hardship that may result. No partial application will be considered by the Architectural Committee. Within thirty (30) days from the date an application is complete, either: (i) the Architectural Committee shall notify the applicant that the variance is either granted, granted in part, or denied, or (ii) the variance shall be deemed to be denied as of the expiration of such thirty-day period. If the applicant is notified that the variance is granted in part or denied, or if the application is deemed denied upon the expiration of the thirty-day period, the applicant may not submit another application for substantially the same variance for the Lot involved for a period of at least one (1) year from the date of such notice.

(c) Any variance granted hereunder shall be subject to terms and conditions fixed by the Architectural Committee and shall run with the Lot for which it is granted.

(d) The Architectural Committee may charge reasonable administrative fees to cover costs and expenses incurred by the Architectural Committee in reviewing any such request for variance, not including reimbursement or compensation to the members of the Architectural Committee for their services.

ARTICLE VII **METROPOLITAN DISTRICT OPERATION**

Section 7.1 Metropolitan District Structure. The Metropolitan District has been formed pursuant to the Act. The Metropolitan District shall have the obligation, duties, powers and rights set forth in the Metropolitan District Documents and the Act. As more specifically set forth in the Act, the Metropolitan District shall have a Board to manage its affairs, which shall be elected pursuant to the Act.

Section 7.2 Board of Directors.

(a) The affairs of each Metropolitan District shall be managed by an elected Board pursuant to the terms of the Act and the Service Plan.

(b) The length of term and qualification of members of the Board are fixed in the Act and the Service Plan.

(c) The Board shall be the governing authority that manages the affairs of the Metropolitan District, except as otherwise specifically provided in this Declaration or by Colorado Law. In this capacity, the Board may exercise all powers and rights of the Metropolitan District, as described in this Declaration or elsewhere in the Metropolitan District Documents. The Board may, by resolution, delegate portions of its authority to District Representatives; however, such delegation of authority shall not relieve the Board of ultimate responsibility for the management of the affairs of the Metropolitan District.

(d) Each Metropolitan District has the authority to act, whether by and through its Board or its designated District Representatives, without the need for a vote or meeting of the Members, except as expressly provided in the Metropolitan District Documents or pursuant to Colorado Law.

(e) All lawful, duly authorized decisions, agreements and undertakings by the Board or any of its designated District Representatives shall be binding upon all Members, Owners, Related Users and other Persons.

Section 7.3 Declarant's Reserved Right to Appoint. Subject to Section 7.4 and notwithstanding any contrary provision in this Declaration, Declarant hereby reserves, during the Declarant Control Period, the right to establish the Architectural Committee, control the Architectural Committee and appoint and remove the members of the Architectural Committee.

Section 7.4 Voluntary Surrender of Declarant’s Reserved Right to Appoint.

(a) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Architectural Committee before termination of the Declarant Control Period. In that event, Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Architectural Committee, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. It is hereby expressly acknowledged that any action by Declarant to surrender authority over the Architectural Committee will in no way limit Declarant’s rights and authority with respect to architectural control matters or to consent to modifications to the terms of this Declaration, unless such rights are expressly terminated or waived by Declarant in writing.

(b) Except as otherwise provided in this Section 7.4, promptly upon notice of Declarant’s intent to voluntarily terminate the Declarant Control Period, the Board shall appoint members of the Architectural Committee as provided by Section 6.1, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. These Board-appointed Architectural Committee members shall take office upon termination of the Declarant Control Period.

ARTICLE VIII
DUTIES AND POWERS OF THE METROPOLITAN DISTRICT

Section 8.1 General Duties and Powers of the Metropolitan District.

(a) Each Metropolitan District has been formed for the purposes set forth in its Service Plan.

(b) Except as expressly provided in the Metropolitan District Documents or pursuant to Colorado Law, each Metropolitan District, acting through its Board or designated District Representatives, shall have the duties, obligations, powers and rights granted political subdivisions pursuant to the Act, this Declaration, the Rules and Regulations, and other applicable Law, including without limitation to:

- (i) exercise all powers and rights enumerated in the Act;
- (ii) enforce this Declaration and all Rules and Regulations;
- (iii) maintain, improve and enhance Metropolitan District Properties;
- (iv) improve and enhance the attractiveness, desirability and safety of the Community Area; and
- (v) use Metropolitan District funds to enforce this Declaration and all Rules and Regulations.

(c) The exercise by the Metropolitan District of its duties, obligations, powers and rights is expressly subject to adequate funding and annual appropriation by its Board.

Section 8.2 Duty to Accept Property and Facilities Transferred by Declarant.

(a) The Metropolitan District shall accept title to any property or interest in property that is transferred to it by Declarant or any other Person based on Declarant's Authorization, together with the responsibility to perform any and all Metropolitan District functions associated therewith, including without limitation the following:

- (i) fee simple title to real property;
- (ii) title to Improvements or personal property;
- (iii) easements or similar rights;
- (iv) leasehold interests; and
- (v) contractual rights or licenses to use property.

(b) Except to the extent otherwise specifically authorized by resolution of the Board, any property or interest in property transferred to the Metropolitan District by Declarant pursuant to Section 8.2(a) shall be subject to and consistent with the terms of this Declaration and shall be free and clear of all liens, other than a lien of property taxes and District Levies not then due and payable.

(c) Declarant makes no representation, express or implied, that any property or interest in property will (or will not) be transferred to the Metropolitan District.

Section 8.3 Duty to Manage and Care for Property. The Metropolitan District shall, to the extent commercially reasonable and financially feasible, manage, operate, care for, maintain and repair all Metropolitan District Properties and keep the same in an attractive and desirable condition for the use and enjoyment of the Members and the public. In addition, the Metropolitan District may manage, operate, care for, maintain and repair Maintenance Areas. The responsibilities of the Metropolitan District hereunder with respect to Metropolitan District Properties and Maintenance Areas shall not commence until District Levies commence.

Section 8.4 Duty to Maintain Insurance. The Metropolitan District shall maintain applicable insurance as provided for in Article XII.

Section 8.5 Duty to Levy and Collect. The Metropolitan District shall levy and collect District Levies as provided in this Declaration.

Section 8.6 Power to Provide Security. The Metropolitan District shall have the right, but not the obligation, to provide security services for the Owners pursuant to the Act by hiring security or a courtesy patrol and performing any other functions relating to safety and security as

may be authorized by the Board or the Members. Any such security or courtesy patrol shall be unarmed and shall not be a substitute for the municipal police.

Section 8.7 Power to Acquire and Maintain Property and Construct Improvements. The Metropolitan District may acquire property or interests in property for the common benefit of the Owners, including without limitation Improvements and personal property. The Metropolitan District may construct or reconstruct Improvements and may demolish existing Improvements. The Metropolitan District shall have the power to maintain public rights-of-way and perform maintenance on any portion of the Community Area, whether or not owned by the Metropolitan District.

Section 8.8 Power to Adopt Community Standards.

(a) The Metropolitan District may from time to time adopt, amend, repeal and enforce Community Standards for all or any portion of the Community Area as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and matters related thereto, the operation of the Metropolitan District, the use and enjoyment of Metropolitan District Properties, and the use of any other property within the Community Area, including without limitation Lots and Improvements. The Community Standards shall be reasonable and uniformly applied for the applicable portion of the Community Area as determined by the Board in its sole discretion. Owners acknowledge that distinct Community Standards may be adopted for different areas of development within the Community Area as the Metropolitan District deems appropriate.

(b) The Community Standards shall have the same force and effect as if they were set forth in and were made part of this Declaration. In the event of conflict between the Community Standards and the provisions of this Declaration, the provisions of this Declaration shall govern and control.

(c) The Community Standards shall be effective upon adoption by resolution of the Board.

(d) Written notice of the adoption, amendment or repeal of any part or all of the Community Standards shall be provided to all Members by the Metropolitan District, and copies of the currently effective Community Standards shall be made available to each Member upon request and payment by such Member of the copy cost.

(e) Each Owner, Related User, and Member, and any other Person while within or about the Community Area, shall comply with the Community Standards. Each Owner is responsible for ensuring that such Owner's Related Users comply with the Community Standards.

Section 8.9 Power to Enforce.

(a) Declarant, the Metropolitan District, the Architectural Committee, and their respective designated Representatives may give notice to the Owner of a Lot where a violation of this Declaration, the Community Standards, or the Rules and Regulations occurs or that is occupied by the Persons causing or responsible for the violation. The notice

shall state the nature of the violation and the intent of the party giving notice to invoke this Section 8.9. The Owner shall have not less than ten (10) calendar days to respond to the notice, unless a shorter period of time is otherwise provided for in this Declaration, the Community Standards, or the Rules and Regulations.

(b) The Owner shall either cure and thereby terminate the violation within a period of time stated in the notice, or continuously prosecute with diligence appropriate measures to cure and thereby terminate the violation within a reasonable period of time. If the Owner fails to take appropriate action within the time provided, the party giving notice may, but shall not be obligated to, cause the violation to be cured and thereby terminated at the expense of the Owner.

(c) Each Owner of a Lot hereby grants a license to Declarant, the Metropolitan District and the Architectural Committee for the purpose of entering onto a Lot to remedy violations or breaches of this Declaration, the Community Standards, and the Rules and Regulations. Declarant, the Metropolitan District and the Architectural Committee may delegate their entry and removal rights hereunder to their respective Representatives. Any such entry upon the Owner's Lot shall not be deemed a trespass.

(d) The cost incurred by Declarant, the Metropolitan District, or the Architectural Committee to enforce this Declaration, the Community Standards, or the Rules and Regulations shall be paid by the Owner within thirty (30) days after such Owner has been sent notice of the amount due, which shall accrue interest at the rate of eighteen percent (18%) per annum until paid in full. The cost of enforcement and collection, including without limitation reasonable attorneys' fees, shall be a lien on the ownership interest in the Lot and all Improvements thereon and shall in all respects be the personal obligation of the Owner. Such lien shall be junior to all other liens or encumbrances of record with respect to the Lot and the Improvements on the date the lien is recorded, but shall be superior to any homestead or other exemption as is now or may hereafter be provided by Law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against any lien under this Declaration.

(e) Declarant, the Metropolitan District, or the Architectural Committee may bring an action at law against the Owner to recover all costs, plus interest and the costs of enforcement and collection as provided herein, and may bring an action to foreclose the lien against the Lot and Improvements that are subject to the lien. The waiver of homestead exemption set forth above shall apply to any such lien foreclosure action. The foregoing specified rights and remedies shall not limit the right of any Owner to enforce this Declaration as provided herein or by applicable Law; however, only Declarant, the Metropolitan District and the Architectural Committee shall have the right to proceed under this Section 8.9.

(f) In the event that Declarant, the Metropolitan District or the Architectural Committee, whether acting for themselves or through their respective Representatives, elect to exercise the right to enter upon a Lot to remedy a violation of this Declaration, they shall not be liable to the Owner of the Lot for any loss or damage occasioned by the entry on the Lot unless, and only to the extent, such loss or damage is

unrelated to the remediation of the breach of the Declaration, the Community Standards, and/or the Rules and Regulations and, in addition, is caused by the willful and wanton acts of Declarant, the Metropolitan District, the Architectural Committee or their respective Representatives. In no event shall there be any liability for loss or damage to an Improvement that is in violation of this Declaration.

Section 8.10 Power to Provide Special Services.

(a) The Metropolitan District shall have the power to provide special services beyond this Declaration to a Member or group of Members and any services to any other Person.

(b) Any such services shall be provided pursuant to the Act or a Service Plan and shall be in writing, by agreement or through one or more amendments to this Declaration, which shall in each case:

(i) provide for payment to the Metropolitan District by such Member or group of Members or other Persons of the costs and expenses that the Metropolitan District estimates it will incur in providing such services, including without limitation a fair share of the Metropolitan District's overhead expenses;

(ii) contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of such Persons, as applicable; and

(iii) provide that amounts due may be collected in the same manner as a Site Fee, in installments as part of the Area Taxes, or in any other manner permitted by Law or the Metropolitan District Documents.

Section 8.11 Power to Operate and Charge for Facilities. The Metropolitan District shall have the power to acquire, create, own and operate any and all such services as it deems appropriate, including without limitation Landscape maintenance, and to establish user fees for such services. Such user fees shall be as determined from time to time by the Board.

Section 8.12 Power to Grant Easements. The Metropolitan District shall have the power to grant easements for Utilities, access, drainage, water facilities and any other purpose in, on, over or under Metropolitan District Property for any lawful purpose, including without limitation the provision of emergency services or other uses or services to some or all of the Members or to facilitate the development of the Community Area, including without limitation, and for the avoidance of doubt, any Expansion Property added thereto.

Section 8.13 Power to Employ Managers. The Metropolitan District shall have the power to retain and pay for the services of a manager or managers to undertake any of the management of any functions for which the Metropolitan District has responsibility under this Declaration to the extent deemed advisable by the Board, and may delegate any of its duties, powers or functions to such manager(s). Notwithstanding any delegation to a manager of any of its duties, powers or functions, the Metropolitan District and its Board shall remain ultimately responsible for the performance and exercise of such duties, power and functions. In addition to

one or more managers, the Metropolitan District may employ and pay a consultant, which may be Declarant, an affiliate of Declarant, or any other Person, to assist in operating and managing the Metropolitan District after Declarant's reserved rights under Article VII terminate.

Section 8.14 Power to Engage Representatives and Professionals. The Metropolitan District shall have the power to hire, retain, discharge, and terminate its District Representatives, subject to existing contract terms, and to retain and pay for such legal, accounting, or other professional services as may be necessary or desirable in connection with the performance of any duties and obligations or the exercise of any powers or rights of the Metropolitan District under the Metropolitan District Documents.

Section 8.15 General Corporate Powers. The Metropolitan District shall have all of the ordinary powers and rights of a Colorado corporation formed under the Act subject to any limitations, restrictions, or requirements expressly set forth in the Metropolitan District Documents or applicable Law.

Section 8.16 Other Powers. The Metropolitan District shall have the power, but not the obligation, to sponsor or conduct various community activities or special events of a social or recreational nature, and to provide general informational services that may include without limitation community newsletters, broadcasts, dedicated websites, cable television services and similar services.

ARTICLE IX

METROPOLITAN DISTRICT PROPERTIES

Section 9.1 Right of Metropolitan District to Regulate Use. To the extent the Metropolitan District owns, holds or has property, the provisions of this Article IX shall apply. The Metropolitan District, acting through its Board, shall have the power to regulate the use of Metropolitan District Properties by Members and the public to enhance the overall use and enjoyment of all Members, including without limitation imposing limits on the times of use and number of guests who may be permitted to use Metropolitan District Properties.

Section 9.2 Property to Be Conveyed to the Metropolitan District. Declarant shall be obligated to convey to the Metropolitan District any Tract that is identified on the Plats as a Tract to be owned by such Metropolitan District. Any property to be conveyed to the Metropolitan District shall be so conveyed on or before the expiration of the Declarant Control Period, and such conveyance shall exclude all water rights, if any. Declarant is not obligated to convey any other real property to the Metropolitan District. The Metropolitan District is hereby obligated to accept title to each such Tract when conveyed by Declarant.

Section 9.3 No Partition of Metropolitan District Properties. No Owner shall have the right to partition or seek partition of Metropolitan District Properties or any part thereof.

Section 9.4 Liability of Owners for Damage. An Owner shall be liable to the Metropolitan District for any loss or damage to Metropolitan District Properties or any expense or liability resulting from a violation of the Metropolitan District Documents, to the extent not covered by insurance, resulting from, arising out of, or relating to the negligence or willful misconduct of such Owner or a Related User of such Owner. The Metropolitan District shall have

the power, as provided in this Declaration, to levy and collect a Site Fee against such Owner or the Owner's Lot or Improvements to cover the costs and expenses incurred by the Metropolitan District on account of any such loss, damage or violation, including without limitation any deductible, copay, or coinsurance on any Metropolitan District insurance, interest, costs, expenses and reasonable attorneys' fees, or for any increase in insurance premiums directly attributable to any such loss, damage or violation.

Section 9.5 Damage to Metropolitan District Properties.

(a) In the event of damage to or destruction of all or a portion of the Metropolitan District Properties due to fire or other casualty, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Metropolitan District to fund such reconstruction and repair.

(b) If the insurance proceeds with respect to such damage or destruction are insufficient to fully fund reconstruction and repair, then the Metropolitan District may levy a Special Charge in accordance with Section 11.7, and shall proceed to fund such repairs or reconstruction, unless the Owners and First Mortgagees by a majority vote agree not to repair and reconstruct such damage in accordance with the terms and provisions of this Declaration. No distributions of insurance proceeds shall be made to the Owners, unless made jointly payable to Owners and the First Mortgagees, if any.

(c) If there are any unused or excess insurance proceeds available to the Metropolitan District on account of damage or destruction of all or a portion of the Metropolitan District Properties, the Metropolitan District may either: (i) use part or all of such proceeds for future maintenance, repair, and operation of any Metropolitan District Properties, or (ii) distribute part or all of such proceeds jointly to the Owners and First Mortgagees on a pro rata (per Lot) basis.

Section 9.6 Maintenance Areas. Each Owner hereby acknowledges that certain Tracts and areas within the Community Area will be designated on a Plat to be maintained by the Metropolitan District, including without limitation those identified as such in this Declaration.

Section 9.7 District Appropriations. All of the obligations and responsibilities of the Metropolitan District as provided in this Declaration shall be expressly subject to annual appropriation of sufficient funds for such purposes by the Metropolitan District's Board. Nothing contained herein shall be deemed a multiple fiscal year obligation or debt pursuant to the Colorado Constitution, Art. X (TABOR).

ARTICLE X
DECLARANT'S RIGHTS AND RESERVATIONS

Section 10.1 Period of Declarant's Rights and Reservations. For the Declarant Control Period, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Metropolitan District and the Metropolitan District Properties, expressly excluding the rights contained in Article XV which shall survive the termination of the Declarant Control Period. The rights, reservations and easements set forth in this Declaration shall be deemed reserved in each conveyance of property by Declarant, whether or not specifically stated therein, and in each deed

or other instrument by which any property within the Community Area is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of the Metropolitan District Documents and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of the Metropolitan District Documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment.

Section 10.2 Declarant's Development Rights. For the Declarant Control Period, Declarant shall have sole power to exercise the Development Rights, any or all of which may be exercised at any time and from time to time in Declarant's sole discretion with respect to all or any portion of the Community Area. No assurances are made by Declarant concerning which portions of the Community Area may be affected by Declarant's exercise of the Development Rights or the order in which portions of the Community Area may be affected. For the avoidance of doubt, Declarant is not obligated to exercise any of the Development Rights, and may elect not to exercise any or all of them. If Declarant does exercise a Development Right in any portion of the Community Area, Declarant is not obligated to exercise that Development Right in all or any other portion of the remainder of the real property affected by the exercise of the Development Right or in all or any other portion of the remainder of the Community Area.

Section 10.3 Declarant's Special Rights. For the Declarant Control Period, and as more particularly set forth in this Declaration, Declarant shall have the following special Declarant rights:

- (a) to complete any Improvements shown on an applicable Plat;
- (b) to exercise Development Rights;
- (c) to maintain, anywhere within the Community Area, sales offices, management offices, signs advertising the Community Area and model homes, including without limitation as provided in Section 3.7 and Section 10.6;
- (d) to use easements granted to the Metropolitan District for the purpose of making improvements within the Community Area and completing development of the Community Area; and
- (e) to appoint or remove members and officers of the Architectural Committee.

Section 10.4 Expansion and Removal of Property.

(a) Until the expiration of the Declarant Control Period, Declarant reserves and shall have the right, in its sole discretion and upon its sole election, at any time and from time to time, to add all or any portion or portions of the Expansion Property to the Community Area and to remove all or any portions of property within the Community Area that Declarant owns or that a consenting third party owns. The validity and enforceability of this Declaration shall not be affected if none or only a portion of the Expansion Property is added to the Community Area pursuant to this Declaration, or if no or only a portion of

property is removed from the Community Area, and this Declaration shall remain in full force and effect as to the property then comprising the Community Area.

(b) By accepting a deed to a Lot, each Owner hereby grants to Declarant a right to expand the Community Area and remove property from the Community Area as provided by the terms of this Declaration. The consent of the Owners and First Mortgagees is not required with respect to any such expansion or removal.

(c) Any expansion of the Community Area or removal of property from the Community Area by Declarant hereunder may be accomplished by the filing in the County Records, no later than the expiration of the Declarant Control Period, an amendment or amendments to this Declaration containing a legal description of the portion of the Expansion Property to be added to the Community Area or the property to be removed from the Community Area, together with any supplemental plats that may be required. Any such amendment or amendments to this Declaration shall include a listing of the total number of Lots then contained within the Community Area. Any expansion or removal may be accomplished in phases by successive amendments, and shall include all Improvements located on the subject property.

(d) Upon recording of the amendment or amendments to the Declaration and any supplemental plat or plats in the County Records, the Expansion Property and any additional Lots shall be subject to the provisions of this Declaration, and the removed property, including without limitation any Lots within such removed property and any Improvements located thereon, shall no longer be subject to the provisions of this Declaration. Until then, the Expansion Property shall not be subject to the Declaration in any way whatsoever, and the removed property shall remain subject to this Declaration in all respects, in each case including without limitation for the purpose of apportioning District Levies or determining voting rights or privileges.

(e) If an expansion or removal does not occur, nothing in the Declaration shall restrict, impair, hinder, encumber or burden, in any way whatsoever, Declarant's right, title and interest in and to its property, including without limitation the Expansion Property.

(f) Declarant alone shall be liable for all expenses of the Expansion Property unless and until annexed hereunder, and shall be entitled to any income and proceeds therefrom.

(g) Declarant makes no assurances regarding the boundaries of any portion of real property that may be added or removed hereunder nor the order in which said portion may be added or removed.

Section 10.5 Right to Construct Additional Improvements on Metropolitan District Properties. Declarant shall have and hereby reserves the right, but shall not be obligated, to construct additional Improvements on Metropolitan District Properties, at Declarant's cost, at any time and from time to time in accordance with this Declaration, for the improvement and enhancement of the Metropolitan District Properties and for the benefit of the Metropolitan District and the Owners.

Section 10.6 Declarant's Rights to Use Metropolitan District Properties in Promotion and Marketing. Declarant shall have and hereby reserves the right to utilize portions of the Community Area owned by Declarant and/or the Metropolitan District Properties and services offered by the Metropolitan District in connection with the promotion and marketing of property within the boundaries of the Community Area or nearby areas. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Community Area owned by Declarant and/or the Metropolitan District 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 Area; may use Vehicles and equipment on Metropolitan District Properties for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Community Area and their agents or brokers to use Metropolitan District Properties.

Section 10.7 Declarant's Reserved Powers and Rights. This Declaration shall not be construed to prevent or limit, and Declarant hereby reserves, Declarant's rights with respect to the Community Area and nearby areas, whether and to the extent such rights exist by Law, contract, or this Declaration, to:

- (a) complete the development of, subdivide, re-subdivide, or rezone property;
 - (b) adopt Supplement Declarations for all or portions of the Community Area;
 - (c) adopt Community Standards for all or portions of the Community Area;
 - (d) grant licenses, easements, reservations and rights-of-way on property;
 - (e) construct, alter, demolish and replace Improvements;
 - (f) maintain model homes and offices for construction, sales and leasing purposes;
 - (g) post signs incidental to development, construction, promotion, marketing, sales and leasing of property;
 - (h) obtain consents to excavate, cut, fill and grade property;
 - (i) amend this Declaration;
 - (j) change any Landscaping, grading, drainage, vegetation, and view;
- and
- (k) exercise any other rights as may be provided in this Declaration and the Metropolitan District Documents.

Section 10.8 Intentionally Reserved.

Section 10.9 Metropolitan District to Seek Declarant's Authorization. Declarant retains, and does not waive, its express rights in this Declaration. Until the expiration of the Declarant Control Period, the Metropolitan District shall not, without first obtaining Declarant's Authorization, which for purposes of this Section 10.9 shall not be unreasonably withheld, delayed, or qualified:

- (a) convey, change, or alter the use of Metropolitan District Property;
- (b) mortgage Metropolitan District Property;
- (c) use Metropolitan District Property for other than the benefit of the Members and the public;
- (d) impose District Levies, other than Area Taxes;
- (e) cause any change to or repeal of Architectural Committee rules;
- (f) make any substantial reduction or change in Metropolitan District services; or
- (g) amend Metropolitan District Documents.

Section 10.10 Declarant's Rights Incident to Completion of the Development. Declarant, for itself and its successors and assigns, hereby retains the right and easement of ingress and egress over, in, upon, under and across Metropolitan District Property, the right to store materials on Metropolitan District Property, and the right to make such other uses of Metropolitan District Property as may be reasonably necessary or incidental for the purpose of the completion of Improvements in the Community Area, the performance of Declarant's obligations under this Declaration, the sale of Lots or Dwelling Units, and the exercise of Declarant's special rights under this Article X; provided, however, that no such rights shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment or access by any Owner.

ARTICLE XI
DISTRICT LEVIES

Section 11.1 Owner's Obligation to Pay District Levies.

(a) Each Owner, for each Lot owned within the Community Area, by acceptance of a deed therefor or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Metropolitan District, in the manner, amounts and times prescribed herein, all District Levies applicable to such Owner's Lot that are provided for in the Metropolitan District Documents. This covenant and

agreement shall be both a personal obligation of the Owner and a perpetual lien against the Owner's Lot as provided therein and in the Act.

(b) Each Owner shall be jointly and severally liable to the Metropolitan District for the payment of all applicable District Levies attributable to the Owner or the Owner's Lot.

(c) Personal obligations for delinquent District Levies shall not pass to an Owner's successors in title or interest unless expressly assumed by them; however, until paid in full, all District Levies imposed by the Metropolitan District shall constitute a perpetual lien on a Lot that may be foreclosed pursuant to the Act.

(d) No Owner may waive or otherwise escape personal liability for the payment of District Levies provided for herein by non-use of the Metropolitan District Properties or the facilities contained therein, by non-use of any service provided by the Metropolitan District for all Owners, by abandonment or leasing of the Owner's Lot, or by asserting any claims against the Metropolitan District, Declarant or any other Person.

(e) In addition to District Levies, and any similar charges, fees or other sums that may be or become due, each Owner shall have the obligation to pay real property ad valorem taxes and Special Charges imposed against such Owner's Lot by the Metropolitan District and other Governmental Authorities.

(f) All property dedicated to and accepted by the Metropolitan District or other Governmental Authority, and the Metropolitan District Properties, shall be exempt from District Levies hereunder.

Section 11.2 Declarant's Obligation to Pay Expenses. Until Area Taxes are first levied by the Metropolitan District pursuant to this Article XI, Declarant shall pay all such expenses.

Section 11.3 Purposes of District Levies. District Levies imposed by the Metropolitan District shall be used for one or more of the following purposes:

- (a) to pay expenses related to Metropolitan District Properties;
- (b) to enforce this Declaration;
- (c) to manage the Metropolitan District;
- (d) to promote the recreation, health, safety, and welfare of the Owners and Related Users of the Dwelling Units; and
- (e) for all other purposes and activities that may be required of the Metropolitan District or that the Metropolitan District may be empowered to pursue pursuant to this Declaration, any other Metropolitan District Document, and applicable Law, including without limitation the maintenance, operation, repair, and replacement of Metropolitan District Properties, other properties and Improvements owned or managed by

the Metropolitan District, Open Space Fencing, Perimeter Walls, Landscaping, drainage facilities, and easements.

Section 11.4 Area Taxes Procedure. Each Owner acknowledges that respective District Levies will commence at such time and at such rates as determined to be appropriate by the Metropolitan District, but in no event prior to recordation of an applicable Plat. Each Owner further acknowledges that District Levies will be imposed pursuant to the applicable District Documents and the Act.

Section 11.5 Intentionally Reserved.

Section 11.6 Failure to Fix or Modification of District Levy. The failure by the Board to impose any District Levy for any period shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Owner to pay District Levies for that or any subsequent period. Nothing shall prohibit a Board from modifying District Levies based on actual expenditures and funding requirements of the Metropolitan District.

Section 11.7 Special Charges.

(a) The Board may levy Special Charges, which shall be equally and uniformly imposed upon applicable Lots as determined to be reasonable by the Board and in a manner consistent with the District Documents and the Act.

(b) At any time that insurance proceeds are insufficient to repair or reconstruct any damaged or destroyed Metropolitan District Property, or Improvements located on any property that the Metropolitan District maintains, the Metropolitan District may levy Special Charges in the aggregate amount of such shortfall for the purpose of repair or reconstruction.

(c) The Metropolitan District shall notify Owners in writing of the amount of any Special Charge, its purpose, the manner of payment that is acceptable, and the date such payment is due. The Owners shall pay all such Special Charges in the manner, and within the time, so specified.

Section 11.8 Site Fees. The Board may, subject to the provisions hereof, levy a Site Fee against any Member, Owner, Lot, Related User, or other Person. Within thirty (30) days of receiving notice by the Board of a Site Fee, the responsible Person shall pay the Metropolitan District the full amount due and owing. Imposition or non-imposition of Site Fees shall not preclude the Metropolitan District from pursuing simultaneously or subsequently all other rights and remedies, whether at law or in equity.

Section 11.9 Enforcement, Late Charges and Interest.

(a) Each District Levy imposed hereunder shall be a separate, distinct and personal debt and obligation of the Owner of the Lot against which the District Levy is made.

(b) Each Owner, by acceptance of a deed to a Lot, whether or not it is expressed in such deed, is deemed to covenant and agree to pay to the Metropolitan District all District Levies, together with costs of collection, late charges, and interest as provided herein. This covenant shall be a charge on the land and a continuing District Lien upon the Lot against which the District Levy is made.

(c) If any District Levy, or any other amount that is due and owing, is not paid in full on or before the date due, the Metropolitan District may, at its option, take appropriate action against the Owner of the subject Lot to collect the delinquent sums, including without limitation legal action or the filing and foreclosure of a District Lien against the subject Lot as provided herein.

(d) A default shall not be considered cured unless and until all delinquent sums are paid to the Metropolitan District.

(e) For any District Levies or other sums due under this Declaration that are not paid within ten (10) days after they become due, the Metropolitan District may require that the responsible Person pay the Metropolitan District all costs of enforcement, including without limitation reasonable attorneys' fees, court costs, and witness expenses, a reasonable late charge as determined by the Board, and interest at a rate determined by the Board, not to exceed the lower of eighteen percent (18%) per annum or the maximum rate permitted by Law, which shall accrue commencing on the due date until paid.

(f) The Metropolitan District may, but shall not be required to, mail a notice of default to the Owner and to each First Mortgagee of the Lot that is the subject of any default in payment. If a notice is sent, it shall include the fact that the District Levy is delinquent, a description of the action required to cure the default, a date not less than ten (10) days from the date of mailing of the notice by which such default must be cured, and that failure to cure the default on or before the date specified in the notice may result, among other things, in a lien against the Lot and foreclosure of the lien.

Section 11.10 Attribution of Payments. With respect to any payment for a District Levy that is less than the amount of the District Levy, the sums received by the Metropolitan District shall be credited to the Person's account in such order of priority as the Board, in its discretion, may determine.

Section 11.11 District Liens.

(a) The Metropolitan District shall have, and shall have the right to enforce, District Liens. In addition to or in lieu of bringing suit to collect District Levies, the Metropolitan District may foreclose on District Liens as provided by Law.

(b) The Metropolitan District may elect, but is not required, to file and record a Notice of District Lien, which shall be signed and acknowledged by an officer of the Metropolitan District or other designated District Representative. A District Lien shall have the priority provided by the Act and shall be prior to any declaration of homestead rights recorded after the time that the Lot becomes part of the Community Area. The

acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver by the Owner of the homestead exemption as against a District Lien.

(c) A District Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the District Lien, including without limitation costs of collection, late charges, interest, lien preparation costs, recording costs and filing fees, have been fully paid or satisfied, the Metropolitan District shall execute and record a notice releasing the Notice of District Lien, if recorded.

(d) Unless paid or otherwise satisfied, the District Lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with applicable Law. The Metropolitan District shall have the right and power to bid on the Lot at the sale and to acquire and hold, lease, mortgage, and convey the same.

(e) All District Liens shall be subject to the terms of Section 15.5.

Section 11.12 Estoppel Certificates. Upon the payment of a reasonable fee as may be determined from time to time by the Board, and upon the written request of a Member or Owner, or any other Person that has acquired, or intends to acquire, any right, title or interest in and to a Lot, the Metropolitan District shall furnish a written statement setting forth the amount of any District Levies and any other amounts, if any, due and then unpaid with respect to the subject Lot, and the amount of any District Levy against the Lot that is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, and only if relied thereupon in good faith and without actual knowledge to the contrary, be conclusive against the Metropolitan District.

Section 11.13 No Offsets. All District Levies shall be payable in the amounts specified in the levy thereof, and no offset, abatement or reduction shall be permitted for any reason whatsoever, including without limitation, and by way of illustration, any claim that the Metropolitan District or its Board is not properly exercising their duties and powers under this Declaration; for inconvenience or discomfort arising from any activity of the Metropolitan District Properties; because of the non-use by an Owner of Metropolitan District Properties or services provided by the Metropolitan District; or because an Owner claims that a particular function funded by the District Levy does not benefit that Owner directly.

Section 11.14 Working Capital Fund.

(a) The Board may, at its option, require each Dwelling Unit purchaser, excluding Declarant, to make a non-refundable working capital contribution to the Metropolitan District of an amount established from time to time by the Board and which may vary for different portions of the Community Area. The Board's option shall apply regardless of whether District Levies have commenced for such Lot or at all, and at the time of each transfer of title to the Lot that contains a Completed Dwelling Unit.

(b) All such working capital contributions shall be maintained in a non-segregated account for the use and benefit of the Metropolitan District, including without limitation to meet unforeseen expenditures, fund Metropolitan District deficits, or purchase

additional equipment, property or services for the applicable portion of the Community Area for which such working capital contributions have been collected.

(c) Working capital contributions shall be in addition to the Area Tax and any Special Charge, and shall not relieve the Owners from paying all District Levies as they come due.

(d) Declarant is excluded from the Board's exercise of this option because the Metropolitan District and Owners of Lots with Completed Dwelling Units will receive all of the benefits from such working capital contributions.

Section 11.15 Metropolitan District Reserves.

(a) Each Owner hereby acknowledges that it has purchased its Lot and Dwelling Unit within the Community Area with the knowledge and consent that the Metropolitan District is not obligated to collect funds to establish Reserves for either the entire Community Area or any portion thereof until such time as the Board determines to be appropriate.

(b) Notwithstanding the foregoing, the Metropolitan District may in its sole discretion establish Reserves at any time and from time to time for the entire Community Area or any portion thereof. Each Owner acknowledges and agrees that the Metropolitan District will not have any obligation to establish Reserves at a level that will fully fund the replacement of all Metropolitan District Properties, but merely a commercially reasonable offset of such anticipated expenses.

(c) The Metropolitan District and each Owner acknowledge that the Reserves are not stagnant and are expected to fluctuate from time to time, including without limitation as Reserves are collected and drawn.

Section 11.16 Metropolitan District Taxes and Metropolitan District Fees. Nothing in this Declaration shall relieve or be interpreted or deemed to relieve any Owner of its obligation to pay property taxes duly imposed by the Metropolitan District, which may be in excess of District Levies. Property taxes imposed by the Metropolitan District for general governmental operations may, but shall not be required to, be used to provide enforcement of this Declaration.

ARTICLE XII
INSURANCE

Section 12.1 Metropolitan District Insurance.

(a) The Metropolitan District shall maintain insurance as required by the Act and other applicable Law, to the extent that such insurance is reasonably available, and taking into consideration the cost and risk coverage provided by such insurance and the cost

of said coverage to be paid by the Metropolitan District as part of the Area Taxes, if reasonable.

(b) The Metropolitan District may maintain such other insurance as the Board may determine in its discretion from time to time, or as may hereafter be required. The Metropolitan District may, in determining the type and amount of insurance it needs to obtain, consider the requirements of any applicable Governmental Authority.

(c) The Metropolitan District may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles and any other matters relating to claims adjustment for the entire Community Area and/or any applicable portion thereof, as the Metropolitan District determines to be reasonable in its sole discretion.

(d) To the extent the Metropolitan District settles a claim for damages, it shall exercise any rights or remedies under the Metropolitan District Documents or otherwise as permitted by Law to charge a Site Fee against all Owners responsible for causing such loss or benefiting from such repair or restoration, on a pro rata basis, in order to reimburse the Metropolitan District for its losses, either uninsured or in the form of deductibles paid or assumed by the Metropolitan District relating to the incident.

Section 12.2 Insurance to be Maintained by Owners. An insurance policy issued to the Metropolitan District does not obviate the need for Owners to obtain insurance for their own benefit. Adequate insurance coverage on each Lot, Dwelling Unit and any other Improvements, including without limitation homeowners' insurance and flood insurance, shall be the responsibility of the Owner of such Lot, Dwelling Unit and other Improvements. Neither Declarant nor the Metropolitan District shall have any responsibility regarding the obtaining or continuation of any such insurance. Each Owner shall provide written evidence of Owner's insurance if requested by the Metropolitan District.

ARTICLE XIII **EASEMENTS**

Section 13.1 Easement for Encroachments. If any portion of an Improvement encroaches upon Metropolitan District Property, including without limitation any future encroachments arising or resulting from erosion or subsidence, or from the repair or reconstruction of an Improvement subsequent to its damage, destruction or condemnation, the Metropolitan District may grant a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, for so long as such encroachment exists, but subject to any conditions or restrictions imposed by the Board.

Section 13.2 Metropolitan District Easement. An easement to perform maintenance and all other rights and obligations pursuant to this Declaration is hereby granted to the Metropolitan District, including without limitation District Representatives, upon, across, over, in and under the Community Area, together with the right to make such use of the Community Area as may be necessary or appropriate in carrying out such maintenance and all other rights and obligations of the Metropolitan District, including without limitation under this Declaration.

Section 13.3 Utilities.

(a) Until Declarant has sold the last Lot in the Community Area to an Owner other than Declarant and thereafter to the Metropolitan District, Declarant hereby creates and reserves unto itself the following:

(i) perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others upon, across, over, in and under each of the Utility easements of each Lot as shown on the Plat or the Development Plan for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for all other Utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes; and

(ii) a blanket easement upon, across, over, in and under the Metropolitan District Properties for access, Utilities, and drainage, and the installation, replacement, repair and maintenance of access, Utilities, and drainage.

(b) If any Utility or quasi-Utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant, deny or qualify such easement. The Metropolitan District shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Community Area to the first Owner thereof, other than Declarant. The easements provided for in this Section 13.3 shall in no way affect, avoid, extinguish or modify any other previously recorded easements in the Community Area.

Section 13.4 Easement for Emergency Vehicles. There is hereby granted an easement for emergency Vehicles, including without limitation fire, police and ambulance, to use the private rights-of-way in the Community Area for emergency and other official purposes.

Section 13.5 Easements Deemed Created. All conveyance of Lots or Dwelling Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Declaration, whether or not specific reference to such easements or this Article XIII appears in the instrument of such conveyance.

Section 13.6 Easements of Record. In addition to the easements created in this Article XIII, on the Plat and in Article IV, the Community Area is subject to those easements and other matters of record in the County Records as of the Effective Date.

Section 13.7 Community Mailboxes. The U.S. Postal Service will have the right and ability to locate one or more community mailbox structures within the Community Area, in accordance with applicable Law. Declarant hereby creates and reserves to the Metropolitan District and the U.S. Postal Service, perpetual, alienable, divisible and releasable easements upon, across, over, in and under the Metropolitan District Properties and the first five feet (5') of each Lot adjacent to a public street right-of-way for use of portions of such areas for the community mailbox

structure(s). Such easement shall in no way affect, void, extinguish or modify any other easement in the Community Area. Each Owner acknowledges that the Metropolitan District will issue the initial mailbox key to the initial Owner following the completion of construction of the Dwelling Unit and that it will be the responsibility of the initial Owner and each subsequent Owner to transfer the mailbox key to each successive purchaser. Failure to do so will require the purchaser to acquire a new mailbox key directly from the U.S. Postal Service and to undertake whatever requirements that may entail. Each Owner acknowledges that the Metropolitan District shall not have any responsibility or obligation regarding the issuance, maintenance or transfer of mailbox keys after issuing the initial key as above provided.

Section 13.8 Avigation Easement. The Community Area is subject to a standard avigation easement, for avigation purposes, including without limitation as recorded in Book 5364 at Page 1252 of the County Records and at Reception No. 217069667 of the County Records, each as amended and as may be amended from time to time. The avigation easement shall be considered a public easement and shall be subject to the terms and conditions specified in the recorded instruments. All other easements or interests of record concerning any of the Community Area shall not be affected by the avigation easement and shall remain in full force and effect.

ARTICLE XIV
INTENTIONALLY RESERVED

ARTICLE XV
ENFORCEMENT; DISPUTE RESOLUTION

Section 15.1 Alternative Dispute Resolution. Declarant, the Metropolitan District, the Architectural Committee, their respective Representatives, and all Owners agree to encourage the use of mediation or arbitration in the resolution of disputes pertaining to the Declaration, Metropolitan District Documents and the Community Area, and covenant and agree to be bound by the provisions set forth in this Article XV.

Section 15.2 Collection of District Levies. Any action or proceeding by the Metropolitan District to collect any District Levies, together with interest, late charges, and expenses of collection, shall proceed according to Article XI, and shall not be included within or impacted by this Article XV.

Section 15.3 Enforcement of Declaration, Community Standards, and Metropolitan District Documents by Declarant, the Metropolitan District, or the Architectural Committee.

(a) Declarant, the Metropolitan District, the Architectural Committee, and their respective designated Representatives may give notice to the Owner of a Lot where a violation of this Declaration occurs or to the occupant when the Lot at issue is occupied by the Persons causing or responsible for the violation.

(b) The notice shall state the nature of the violation, the action required to cure the violation, a date not less than ten (10) days from the date of mailing of the notice by which such violation must be cured or otherwise eliminated (a shorter time period may be stated in the event of emergency), and the intent of Declarant, the Metropolitan District, or the Architectural Committee to invoke this Article XV.

(c) Further action shall be stayed if the violation is cured or terminated, or if appropriate measures to cure or terminate the violation are begun and thereafter continuously prosecuted with diligence.

(d) If the violation is not cured and terminated, or if appropriate measures to cure and terminate are not begun or continuously prosecuted with diligence, as required by the notice, then at any time following such failure, Declarant, the Metropolitan District, the Architectural Committee, or their respective designated Representatives (whichever gives the notice, and in its reasonable discretion) may, but shall not be obligated to take one or more of the following actions:

(i) impose fines established by Declarant, the Metropolitan District, or the Architectural Committee from time to time and/or elect, for any matter that presents an emergency situation, to cause the violation to be cured or terminated at the expense of the Owner or Owners so notified, pursuant to Section 15.4;

(ii) cause the violation to be cured or terminated at the expense of the Owner or Owners so notified, pursuant to Section 15.4;

(iii) impose and foreclose upon an Article XV Lien;

(iv) proceed with an action to obtain a temporary restraining order, injunction or other emergency equitable relief, together with such other ancillary relief as a court may deem necessary in order to enforce the provisions of this Declaration;

(v) bring a legal action against the Owner for recovery of all amounts due and owing by it pursuant to this Article XV; or

(vi) proceed with the dispute resolution procedures set forth in Section 15.7.

(e) Any other disputes between any of Declarant, the Metropolitan District, or the Architectural Committee and any one or more Owners, whether in contract, tort or statutory, shall be resolved pursuant to the dispute resolution procedures set forth in Section 15.7.

Section 15.4 Entry Upon a Lot to Cure Violations/Liens.

(a) License. Each Owner of a Lot hereby grants a license to Declarant, the Metropolitan District and the Architectural Committee for the purpose of entering onto a Lot to remedy violations or breaches of this Declaration pursuant to Section 15.3. Each of Declarant, the Metropolitan District, and the Architectural Committee may delegate its entry and removal rights hereunder to its respective Representatives.

(b) No Liability. In the event that Declarant, the Metropolitan District, or the Architectural Committee, or their respective Representatives, elect to exercise the

right to enter upon a Lot to remedy a violation of this Declaration, neither they nor their Representatives shall be liable to the Owner of the Lot for any loss or damage occasioned by the entry on the Lot unless damage is caused both: (i) to the Lot or Improvements thereon that is unrelated to the remediation of the breach of the Declaration and, in addition, (ii) by the willful and wanton acts of Declarant, the Metropolitan District, the Architectural Committee, or their respective Representatives. In no event shall there be any liability for damage to an Improvement that is in violation of this Declaration.

Section 15.5 Article XV Liens.

(a) Each Owner, by acceptance of a deed to a Lot, whether or not it is expressed in such deed, is deemed to agree to pay all District Levies, and this covenant shall be a charge on the land and a continuing Article XV Lien upon the Lot. Every Article XV Lien shall constitute a perpetual lien on the Lot pursuant to the Act and shall be paid by the Owner.

(b) If an Article XV Lien is not paid within thirty (30) days after the Owner has been provided with notice of the amount due, such amount, plus interest at the rate of eighteen percent (18%) per annum and costs of enforcement and collection, including without limitation reasonable attorneys' fees, shall be a lien against the ownership interest in the Lot and all Improvements thereon and shall in all respects be the personal obligation of the Owner.

(c) Declarant, the Metropolitan District, or the Architectural Committee may elect, but is not required to, to file a Notice of Article XV Lien, which shall be signed and acknowledged by an authorized Person. An Article XV Lien shall exist from the date of entry upon the Lot until all sums are paid, whether or not a Notice of Article XV Lien is filed in accordance herewith. When all amounts claimed under an Article XV Lien have been fully paid or satisfied, the filing entity shall execute and record a notice releasing the Notice of Article XV Lien, if recorded, upon payment by the Owner of a reasonable fee to cover the cost of preparing and recording the release.

(d) If an Article XV Lien is not paid or otherwise satisfied, Declarant, the Metropolitan District, or the Architectural Committee may, subject to applicable Law, bring an action to enforce or foreclose such Article XV Lien against the Lot and Improvements that are subject to the Article XV Lien. The judgment or foreclosure in any such action shall include interest as above provided and the costs of enforcement and collection incurred by Declarant, the Metropolitan District, or the Architectural Committee, including without limitation reasonable attorneys' fees.

(e) An Article XV Lien shall be junior to all other liens or encumbrances of record with respect to the Lot on the date the Notice of Article XV Lien is recorded but shall be superior to any homestead or other exemption as is now or may hereafter be provided by applicable Law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against an Article XV Lien.

(f) Article XV Liens shall be subject to the provisions and restrictions of Section 15.6.

Section 15.6 Enforcement of Declaration, Community Standards, and Metropolitan District Documents by an Owner. Any Claim by an Owner shall proceed pursuant to the dispute resolution procedure set forth in Section 15.7, except as follows:

(a) all Claims by an Owner against Declarant or Declarant Representatives related to warranties or construction defects of any kind or nature shall be governed solely by the terms of the contract between the Owner (or the Owner's predecessor in interest subsequent to Declarant's ownership) and Declarant or the applicable home builder, and by the terms of the limited warranty that was provided to each initial Owner that followed Declarant as part of such initial Owner's purchase of a home; and

(b) any action by, between or among Owners that does not include as a party any of Declarant, the Metropolitan District, the Architectural Committee or their respective Representatives, including without limitation any action that is independent of the Metropolitan District Documents, is not governed by Section 15.7 unless mutually agreed by such Owners.

Section 15.7 Dispute Resolution.

(a) For any Claim, the Claimant shall, in addition to the requirements set forth elsewhere in this Declaration, provide the Respondent with a Notice of Claim. A Claimant may not deliver such notice during any cure or enforcement period pursuant to Section 15.3. Claimant and Respondent shall use good faith efforts to resolve the Claim through negotiations following delivery of the Notice of Claim, pending mediation pursuant to Section 15.7(b).

(b) The Claim shall first be submitted to non-binding mediation before a mediator selected by the parties. The cost of the mediation shall be borne equally by all parties. Mediation shall be a condition precedent to arbitrating any dispute. The mediation shall occur within the Mediation Period. In the event that mediation is unsuccessful, either party may demand arbitration pursuant to Section 15.7(c) within thirty (30) calendar days of the date of the mediation.

(c) The Declaration and any and all amendments hereto are and shall be transactions involving interstate commerce and shall be governed by the Federal Arbitration Act. Following the Mediation Period and a written demand for arbitration, the Claim shall be resolved by arbitration administered by the American Arbitration Association in accordance with the current Construction Industry Arbitration Rules with an Arbiter appointed by Declarant. The costs of the arbitration shall be borne equally by the parties, subject to reallocation by the Arbiter. Any arbitration award may be enforced through entry of judgment by any court having jurisdiction thereover. Exclusive venue for any arbitration proceeding shall be in the County.

(d) In the event any Action asserting construction defects in a Dwelling Unit and/or any Metropolitan District Property provided for in C.R.S. § 13-20-802.5

(construction defects), the provisions of this Section 15.7(d) shall also apply. If any of Claimant's claims relate, in any way, to any work completed by any of Respondent's subcontractors or any materials and/or equipment provided by any of Respondent's suppliers, Respondent, in its sole discretion, may join such subcontractors and/or suppliers to any arbitration proceeding with Claimant. The sole manner that may be used to establish breach of any of Respondent's obligations under this Declaration, any obligations that may exist by Law, any applicable industry standards, and/or Claimant's damages, including without limitation appropriate repair costs, shall be through the testimony of a homebuilder currently licensed by the Pikes Peak RBD who has built and sold at least fifty (50) homes with a sales price exceeding seven hundred thousand and 00/100 United States Dollars (US\$700,000.00) in the two (2) calendar years immediately preceding the calendar year in which the claim is brought. The Arbiter shall completely exclude the testimony of any tendered expert who does not meet the foregoing qualifications.

(e) The terms of Article XV inure to the benefit of Declarant, are enforceable by Declarant and shall not be amended without the written consent of Declarant and without regard to whether Declarant owns any portion of the Community Area, any Lots and/or the status of the Declarant Control Period. BY TAKING TITLE TO A LOT OR DWELLING UNIT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF ARTICLE XV ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S WILLINGNESS TO DEVELOP AND SELL THE LOTS AND DWELLING UNITS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN ARTICLE XV, DECLARANT WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE LOTS AND DWELLING UNITS FOR THE PRICE PAID BY THE ORIGINAL PURCHASERS. THIS PROVISION IS IN ADDITION TO AND NOT CONTRARY TO THE TERMS OF ARTICLE XVI CONCERNING ALL OTHER AMENDMENTS TO THIS DECLARATION.

(f) In the event of any amendment of any provision of this Article XV in violation of Section 15.7, or in the event Section 15.7 is deemed unenforceable, then and in such event any amendment or modification of the terms of this Article XV shall only apply prospectively, to claims that accrue following the date of such amendment or modification.

Section 15.8 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 15.9 Remedies Cumulative. Except as expressly stated herein, each remedy provided under the Metropolitan District Documents is cumulative and not exclusive.

Section 15.10 Costs and Attorneys' Fees.

(a) In addition to any other rights provided herein and not by way of limitation thereof, any party that seeks to enforce the Act or the Metropolitan District

Documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including without limitation reasonable attorneys' fees and expert witness fees.

(b) For any failure to comply with the provisions of the Act or any provision of the Metropolitan District Documents other than the payment of District Levies or any money or other sums due to Declarant or the Metropolitan District, any Owner or any class of Owners adversely affected by the failure to comply may seek reimbursement for collection costs and reasonable attorneys' fees and costs incurred as a result of such failure to comply without the necessity of commencing a legal proceeding.

(c) In connection with any claim in which an Owner is alleged to have violated a provision of the Act or a provision of the Metropolitan District Documents and in which the Owner prevails because the Owner did not commit the alleged violation: (i) the Owner shall be awarded the Owner's reasonable attorneys' fees and costs incurred in asserting or defending the claim; (ii) the Metropolitan District shall not be awarded court costs and attorneys' fees; and (iii) the Metropolitan District shall be precluded from allocating to the Owner's account with the Metropolitan District any of the Metropolitan District's costs or attorneys' fees incurred in asserting or defending the claim.

(d) Nothing in the Metropolitan District Documents shall be construed to mean that an Owner shall be deemed to have confessed judgment to attorney's fees or collection costs.

Section 15.11 Limitations. Notwithstanding any other provision of this Article XV, no claim or proceedings may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the limitations period under applicable Law.

Section 15.12 No Liability for Failure of Metropolitan District to Maintain an Action. No District Representative shall be liable to any Person for any failure or inability to institute, maintain or bring to conclusion any action, proceeding, mediation, or arbitration if the following criteria are satisfied: (a) the District Representative was acting within the scope of her or his duties; (b) the District Representative was acting in good faith; and (c) the act or omission was not willful, wanton or grossly negligent.

Section 15.13 Amendment. Notwithstanding anything to the contrary contained in this Declaration, this Article XV shall not be amended unless such amendment is approved by Owners in accordance with the Act and is consented to by Declarant and the Metropolitan District.

Section 15.14 Severability. All provisions of this Article XV are severable. Invalidation of any of the provisions of this Article XV, whether by judgment, court order or otherwise, shall in no way affect or limit the effectiveness of any other provisions of this Article XV, all of which shall remain in full force and effect.

ARTICLE XVI **MISCELLANEOUS**

Section 16.1 Term of Declaration. Unless amended as herein provided, all provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration shall be

effective for twenty (20) years after the date when this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by vote of sixty-seven percent (67%) of the Owners.

Section 16.2 Amendment of Declaration by Declarant or the Metropolitan District. Declarant is hereby granted the unilateral authority to amend this Declaration as follows:

(a) Until the first Lot subject to this Declaration has been conveyed by Declarant to an Owner, other than a successor Declarant, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination.

(b) Declarant may amend the Declaration in accordance with Article X as necessary to exercise any of the development rights set forth in Article X or elsewhere in this Declaration, including without limitation the adoption of Supplemental Declarations.

Section 16.3 Amendment of Declaration by Members. Expressly subject to Article XV and Section 16.4, each setting forth specific additional requirements and circumstances for Declarant consent, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon ratification of the amendment or repeal by vote of sixty-seven percent (67%) of the Members. Every amendment to the Declaration must be recorded in the County Records and is effective only upon recordation.

Section 16.4 Required Consent of Declarant to Amendment. Any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or any certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal shall not terminate when Declarant conveys the last Lot in the Community Area. Each Owner and the Metropolitan District expressly acknowledge Declarant's consent rights set forth in this Declaration, including without limitation this Section 16.4.

Section 16.5 Special Rights of First Mortgagees. Any First Mortgagee, upon filing a written request with the Metropolitan District, shall be entitled to:

(a) receive written notice from the Metropolitan District of any default by the Owner indebted to such First Mortgagee in the performance of the Owner's obligations under the Metropolitan District Documents, which default is not cured within sixty (60) days after the Metropolitan District learns of such default;

(b) examine the books and records of the Metropolitan District during normal business hours;

(c) upon request, receive a copy of financial statement, within ninety (90) days following the end of any fiscal year of the Metropolitan District;

- (d) receive written notice of all meeting of Members;
- (e) designate a representative to attend any meeting of Members; and
- (f) receive written notice of dissolution of the Metropolitan District or of this Declaration.

Section 16.6 Priority of First Mortgage Over District Levies. Each First Mortgagee who recorded its First Mortgage before District Levies have become delinquent and who obtains title to the Lot encumbered by the First Mortgage, whether 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 District Levies or charges against such Lot, other than as provided in the Law, including without limitation the Act. A First Mortgagee shall be deemed to have acquired title to a Lot on the date of receipt of a deed in lieu of foreclosure, on the date of receipt of a Certificate of Purchase from the Public Trustee, or on the date of sale pursuant to a judicial foreclosure and receipt of the Sheriff's Certificate of Purchase, as the case may be.

Section 16.7 First Mortgagee Right to Pay Taxes and Insurance Premiums. Any one or more First Mortgagees, jointly or singly, shall be entitled to pay any taxes or other charges that are in default and that may become or have become a charge against any of the Metropolitan District Properties, and may pay any overdue premiums on hazard insurance policies for any Metropolitan District Properties, or may secure new coverage if the insurance policy on any Metropolitan District Properties lapses, and the First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Metropolitan District.

Section 16.8 Evidence of Ratification. Whenever the validity of any amendment to or revocation of this Declaration is conditioned upon voting by a stated percentage of Members and ratification by First Mortgagees or Agencies, or both, the recorded document implementing the amendment or revocation shall contain a certification by an officer of the Metropolitan District that the required percentages of Members, First Mortgagees and Agencies were obtained. The Metropolitan District shall keep on file in its offices such proxies, letters, minutes of meetings or other documentation as may be required to evidence compliance with applicable voting requirements, but the officer's certificate on the recorded instrument shall be sufficient public notice of compliance.

Section 16.9 Notices/Written Communications.

(a) Any notice permitted or required to be given under this Declaration shall be in writing and may be delivered either personally or by United States mail. If served by United States mail, the notice shall be sent postage prepaid, addressed to the Person at the address given by such Person to the Metropolitan District for the purpose of service of such notice, or to the address of the Lot of such Person if no address has been given to the Metropolitan District, and shall be deemed given, if not actually received earlier, at 5:00 p.m. MT on the second business day after it is deposited in a regular depository of the United States Postal Service.

(b) A Person's address may be changed from time to time by notice in writing to the Metropolitan District in the manner provided by Section 16.9(a).

(c) All written communications to the Metropolitan District relating to this Declaration, including without limitation all notices required to be delivered to the Metropolitan District hereunder, shall be copied and delivered to each one of the established Districts at its registered address in the manner provided by the terms of this Declaration or, as applicable, in a manner provided by the Metropolitan District Documents.

Section 16.10 Persons Entitled to Enforce Declaration. Declarant, the Metropolitan District (acting by authority of the Board) or any Member (acting on his own behalf) shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration, unless otherwise expressly stated herein.

Section 16.11 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 16.12 Violations of Law. Any violation of any Law pertaining to the ownership, occupation or use of any property within the Community Area is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 16.13 Remedies Cumulative. Each remedy provided under the Metropolitan District Documents is cumulative and not exclusive.

Section 16.14 Limitation on Liability. Declarant, the Metropolitan District, the Architectural Committee, and their respective Representatives shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Metropolitan District to the fullest extent permissible by Colorado Laws, including without limitation circumstances in which indemnification is otherwise discretionary under Colorado Law, in accordance with and subject to the terms and limitations contained in the Bylaws and other Metropolitan District Documents.

Section 16.15 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 Declarant Representatives in connection with any portion of the Community Area, or any Improvements thereon, as to its or their physical condition, zoning, compliance with applicable Laws, or 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 a writing signed by Declarant.

Section 16.16 Liberal Interpretation. The provisions of the Metropolitan District Documents shall be liberally construed as a whole to effectuate the purposes of the Metropolitan District Documents. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the

specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 16.17 Governing Law. The Metropolitan District Documents shall be construed in accordance with and governed by the Laws of the State of Colorado, without regard to any choice of law or conflict of law principles that might otherwise require the application of the Law of another jurisdiction.

Section 16.18 Severability. Each of the provisions of the Metropolitan District Documents shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 16.19 Number and Gender. Unless the context requires a contrary construction, as used in the Metropolitan District Documents, the singular shall include the plural and the plural, the singular and the use of any gender shall include all genders.

Section 16.20 Captions for Convenience. The titles, headings and captions used in the Metropolitan District Documents are intended solely for convenience of reference and are not intended to affect the meaning of any provision of this Declaration.

Section 16.21 Mergers and Consolidation. The Metropolitan District may merge with another incorporated Metropolitan District to the extent permitted by Law. Upon a merger or consolidation of the Metropolitan District with another Metropolitan District, its properties, rights and obligations may, by operation of Law, be transferred to another surviving or consolidated Metropolitan District or alternatively, the properties, rights and obligations of another Metropolitan District may, by operation of Law, be added to the properties, rights and obligations of the Metropolitan District as a surviving corporation pursuant to a merger. The surviving or consolidated Metropolitan District may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Community Area together with the covenants and restrictions established upon any other property, as one plan. Notwithstanding the foregoing, the Metropolitan District shall have the right to merge into one Metropolitan District upon a vote of the respective boards of directors of such Metropolitan District.

Section 16.22 Conflicts in Documents. In case of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 16.23 Interpretive Authority Resolves Questions of Construction. If any doubt or questions shall arise concerning the true intent or meaning of any of the provisions of this Declaration, the Interpretive Authority shall determine the proper construction of the provisions in question and shall set forth in a written instrument duly acknowledged by the Interpretive Authority and filed for record in the County Records, the meaning, effect, and application of the provisions in question. This determination will thereafter be binding on the Owners and all other

interested Persons so long as it is not arbitrary or capricious. Notwithstanding the foregoing, the Metropolitan District, when acting in the capacity of the Interpretive Authority, shall not interpret the provisions of this Declaration in any manner that limits Declarant's power and rights under this Declaration and applicable Law.

ARTICLE XVII
DISCLOSURES

Section 17.1 Statutory Disclosure. Each Lot in the Community Area is located within the boundaries of Greenways Metropolitan District No. 1 and/or Greenways Metropolitan District No. 3, each a separate quasi-municipal corporation and political subdivision of the State of Colorado, and is subject to separate mill levies to pay indebtedness of such districts. C.R.S. § 38-35.7-101 requires that the following disclosure be made to you:

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

Section 17.2 Plats and Development Plan Restrictions. The Plats and the Development Plan may each contain general notes and restrictions with which each Owner should familiarize itself.


[This Space Intentionally Left Blank; Signature Pages Follow]

[Signature Page – Declaration of Covenants, Conditions, Restrictions and Easements for Greenways at Sand Creek South]

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective on the day and year first above written.

DECLARANT:

Elite Properties of America, Inc.,
a Colorado corporation

Signed: 
Name: James Boulton
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by James Boulton as Vice President of **Elite Properties of America, Inc.**, a Colorado corporation.

Witness my hand and official seal.
My Commission Expires: 12-02-2025.


Notary Public

CHRISTINE L. WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2025

CONSENT

This Declaration is hereby consented to by **Greenways Metropolitan District No. 1**, a quasi-municipal entity and political subdivision of the State of Colorado.

The Greenways Metropolitan District No. 1

Signed: [Signature]
Name: Serald Richardson
Title: Secretary

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by Serald Richardson as Secretary of **Greenways Metropolitan District No. 1**.

Witness my hand and official seal.
My Commission Expires: 12-02-2025.

CHRISTINE L WISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974021715
MY COMMISSION EXPIRES DECEMBER 02, 2025

Christine L. Wise
Notary Public

CONSENT

This Declaration is hereby consented to by **Greenways Metropolitan District No. 3**, a quasi-municipal entity and political subdivision of the State of Colorado.

The Greenways Metropolitan District No. 3

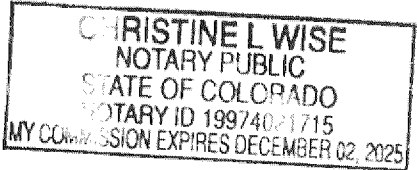
Signed: [Signature]
Name: Sarah Richardson
Title: Secretary

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by Sarah Richardson as Secretary of Greenways Metropolitan District No. 3.

Witness my hand and official seal.
My Commission Expires: 12-02-2025.

Christine L Wise
Notary Public

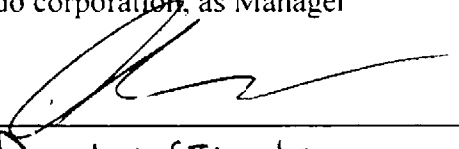


CONSENT

This Declaration is hereby consented to by **Greenways Investments, LLC**, a Colorado limited liability company.

Greenways Investments, LLC,
a Colorado limited liability company,

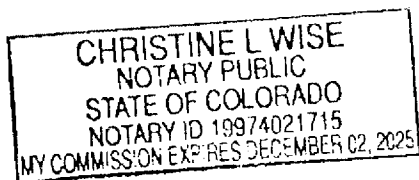
By: Elite Properties of America, Inc.,
a Colorado corporation, as Manager

Signed: 
Name: Douglas Stimpale
Title: CEO

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by Douglas Stimpale as CEO of **Greenways Investments, LLC**, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: 12-02-2025.





Notary Public

EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR GREENWAYS AT SAND CREEK SOUTH

LEGAL DESCRIPTION OF COMMUNITY AREA

[ATTACHED]



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

GREENWAYS SOUTH
NO COMMERCIAL
JOB NO. 1195.00-19
MAY 22, 2020
PAGE 1 OF 6

LEGAL DESCRIPTION: GREENWAYS SOUTH NO COMMERCIAL

A PARCEL OF LAND BEING A PORTION OF SECTION 30 AND SECTION 31, ALL IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY BOUNDARY OF THE FAIRWAYS AT SPRINGS RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 200084159, RECORDS OF EL PASO COUNTY, COLORADO, AND THE NORTHERLY BOUNDARY OF THE FAIRWAYS AT SPRINGS RANCH FILING NO. 3 RECORDED UNDER RECEPTION NO. 201041586 BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2 INCH ALUMINUM SURVEYORS CAP STAMPED "JR ENG LTD RLS 32820" AND AT THE EASTERLY END BY A ONE INCH RED PLASTIC CAP STAMPED "LS 1593" IS ASSUMED TO BEAR N80°11'59"W, A DISTANCE OF 576.78 FEET.

COMMENCING AT THE NORTHEASTERLY CORNER OF THE FAIRWAYS AT SPRINGS RANCH FILING NO. 3 RECORDED UNDER RECEPTION NO. 201041586, RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S54°15'28"W, A DISTANCE OF 1253.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH CAREFREE CIRCLE AS PLATTED IN THE COLORADO SPRINGS RANCH FILING NO. 2 RECORDED IN PLAT BOOK Z-3 AT PAGE 137, SAID POINT BEING ALSO THE NORTHWESTERLY CORNER OF SPRINGS RANCH SUBDIVISION FILING NO. 7 RECORDED IN PLAT BOOK G-5 AT PAGE 87, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE WESTERLY BOUNDARY OF SAID SPRINGS RANCH FILING NO. 7, THE FOLLOWING (4) FOUR COURSES:

1. S11°28'47"E, A DISTANCE OF 189.74 FEET;
2. S40°20'16"E, A DISTANCE OF 445.00 FEET;
3. S10°13'28"W, A DISTANCE OF 145.00 FEET;
4. S05°45'58"E, A DISTANCE OF 180.61 FEET TO THE NORTHWESTERLY CORNER OF SPRINGS RANCH SUBDIVISION FILING NO. 12 RECORDED UNDER RECEPTION NO. 098097095;

THENCE S19°18'10"E, ON THE WESTERLY BOUNDARY OF SAID SPRINGS RANCH SUBDIVISION FILING NO. 12, A DISTANCE OF 220.14 FEET TO THE SOUTHWESTERLY CORNER OF SAID SPRINGS RANCH SUBDIVISION FILING NO. 12, SAID POINT BEING ON THE NORTHERLY LINE OF A 50 FOOT DRAINAGE AND UTILITY EASEMENT AS RECORDED IN THE SPRINGS RANCH FILING NO. 1 RECORDED IN PLAT BOOK Z-3 AT PAGE 136;

THENCE S68°33'31"W, ON SAID NORTHERLY LINE, A DISTANCE OF 7.95 FEET TO THE NORTHEASTERLY CORNER OF THE 50 FOOT DRAINAGE AND UTILITY EASEMENT VACATED BY VACATION PLAT OF A PORTION OF THE COLORADO SPRINGS RANCH FILING NO. 1, THE COLORADO SPRINGS RANCH FILING NO. 2, AND THE COLORADO SPRINGS RANCH FILING NO. 3 RECORDED UNDER RECEPTION NO. 095042873;

THENCE ON THE EASTERLY BOUNDARY OF SAID 50 FOOT DRAINAGE AND UTILITY EASEMENT VACATED BY VACATION PLAT OF A PORTION OF THE COLORADO SPRINGS RANCH FILING NO. 1, THE COLORADO SPRINGS RANCH FILING NO. 2, AND THE COLORADO SPRINGS RANCH FILING NO. 3, AND THE WESTERLY BOUNDARY OF SPRINGS RANCH SUBDIVISION FILING NO. 9 RECORDED UNDER RECEPTION NO. 096096832, THE FOLLOWING (6) SIX COURSES:

1. S21°26'28"E, A DISTANCE OF 830.00 FEET;
2. S05°16'43"E, A DISTANCE OF 56.05 FEET;
3. S13°43'31"W, A DISTANCE OF 325.00 FEET;
4. S16°25'35"W, A DISTANCE OF 55.43 FEET;
5. S31°39'53"W, A DISTANCE OF 60.08 FEET;
6. S57°56'29"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID THE COLORADO SPRINGS RANCH FILING NO. 1;

THENCE ON SAID WESTERLY BOUNDARY AND THE EASTERLY BOUNDARY OF A 60 FOOT DRAINAGE AND UTILITY EASEMENT VACATED BY SAID VACATION PLAT OF A PORTION OF THE COLORADO SPRINGS RANCH FILING NO. 1, THE COLORADO SPRINGS RANCH FILING NO. 2, AND THE COLORADO SPRINGS RANCH FILING NO. 3, THE FOLLOWING (2) TWO COURSES:

1. S32°03'32"W, A DISTANCE OF 168.60 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 58°05'34", A RADIUS OF 270.00 FEET AND A DISTANCE OF 273.76 FEET TO A POINT ON CURVE, SAID POINT BEING THE MOST NORTHERLY CORNER OF SPRINGS RANCH SUBDIVISION FILING NO. 10 RECORDED UNDER RECEPTION NO. 096096833;

THENCE ON THE NORTHWESTERLY AND SOUTHWESTERLY BOUNDARY OF SAID SPRINGS RANCH SUBDIVISION FILING NO. 10, THE FOLLOWING (2) TWO COURSES:

1. S45°18'31"W, A DISTANCE OF 134.18 FEET;
2. S44°41'29"E, A DISTANCE OF 274.56 FEET TO A POINT ON SAID EASTERLY BOUNDARY OF SAID VACATION PLAT OF A PORTION OF THE COLORADO SPRINGS RANCH FILING NO. 1, THE COLORADO SPRINGS RANCH FILING NO. 2, AND THE COLORADO SPRINGS RANCH FILING NO. 3;

THENCE ON SAID EASTERLY BOUNDARY, THE FOLLOWING (5) FIVE COURSES:

1. S37°02'03"W, A DISTANCE OF 28.52 FEET;
2. S30°43'23"W, A DISTANCE OF 102.17 FEET;
3. S11°18'10"W, A DISTANCE OF 113.19 FEET;
4. S00°56'35"E, A DISTANCE OF 369.62 FEET
5. S10°54'03"E, A DISTANCE OF 10.01 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY OF SPRINGS RANCH SUBDIVISION FILING NO. 8 RECORDED UNDER RECEPTION NO. 096081826;

THENCE ON THE NORTHWESTERLY BOUNDARY OF SAID SPRINGS RANCH SUBDIVISION FILING NO. 8, THE FOLLOWING (5) FIVE COURSES:

1. S47°11'56"W, A DISTANCE OF 111.18 FEET
2. S08°16'57"W, A DISTANCE OF 35.00 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S08°18'41"W, HAVING A DELTA OF 170°41'03", A RADIUS OF 50.00 FEET AND A DISTANCE OF 148.95 FEET TO A POINT ON CURVE;
4. S62°03'56"W, A DISTANCE OF 102.62 FEET;
5. S24°56'29"E, A DISTANCE OF 72.31 FEET;

THENCE S89°04'57"W, A DISTANCE OF 434.93 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 203030048;

THENCE ON THE BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 203030048, THE FOLLOWING (5) FIVE COURSES:

1. N32°21'04"E, A DISTANCE OF 48.10 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 32°27'16", A RADIUS OF 900.00 FEET AND A DISTANCE OF 509.79 FEET TO A POINT OF TANGENT;
3. N00°06'12"W, A DISTANCE OF 89.14 FEET;
4. S19°03'31"W, A DISTANCE OF 623.70 FEET;
5. S32°26'08"W, A DISTANCE OF 134.58 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218079638;

THENCE ON SAID NORTHERLY BOUNDARY, THE FOLLOWING (5) FIVE COURSES:

1. S86°04'48"W, A DISTANCE OF 35.79 FEET;
2. N57°38'56"W, A DISTANCE OF 84.77 FEET;
3. N21°22'40"W, A DISTANCE OF 35.79 FEET;
4. N32°21'04"E, A DISTANCE OF 12.15 FEET;
5. S89°04'57"W, A DISTANCE OF 340.83 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 099195168;

THENCE ON THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 099195168 THE FOLLOWING (3) THREE COURSES:

1. S01°02'16"E, A DISTANCE OF 444.84 FEET;
2. S65°53'21"W, A DISTANCE OF 88.88 FEET;
3. S89°53'23"W, A DISTANCE OF 16.33 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1 AS PLATTED IN TUTT SPORTS COMPLEX AS RECORDED UNDER RECEPTION NO. 205058864;

THENCE ON THE BOUNDARY OF SAID LOT 1, THE FOLLOWING (6) COURSES:

1. CONTINUING S89°53'23"W, A DISTANCE OF 573.38 FEET;
2. N00°06'09"W, A DISTANCE OF 471.45 FEET;
3. N00°06'12"W, A DISTANCE OF 1463.76 FEET;
4. N89°53'48"E, A DISTANCE OF 40.01 FEET;
5. S48°56'29"E, A DISTANCE OF 808.37 FEET;
6. S01°02'16"E, A DISTANCE OF 472.52 FEET TO THE MOST SOUTHERLY CORNER OF ENCHANTED SPRINGS RECORDED UNDER RECEPTION NO. 217714002;

THENCE ON THE EASTERLY BOUNDARY OF SAID ENCHANTED SPRINGS THE FOLLOWING (7) SEVEN COURSES:

1. N40°56'54"E, A DISTANCE OF 227.63 FEET;
2. N11°47'00"E, A DISTANCE OF 323.84 FEET;
3. N39°10'16"W, A DISTANCE OF 139.11 FEET;
4. N29°09'30"W, A DISTANCE OF 297.00 FEET;
5. N43°08'14"W, A DISTANCE OF 231.78 FEET;
6. N26°30'21"W, A DISTANCE OF 204.51 FEET;
7. N14°35'31"W, A DISTANCE OF 220.45 FEET TO THE NORTHEASTERLY CORNER OF SAID ENCHANTED SPRINGS, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3 AS PLATTED IN SENIORS AT SPRINGS RANCH RECORDED UNDER RECEPTION NO. 216713795;

THENCE ON THE EASTERLY BOUNDARY OF SAID LOT 3, THE FOLLOWING (4) FOUR COURSES:

1. CONTINUING N14°35'31"W, A DISTANCE OF 14.19 FEET;
2. N05°21'26"W, A DISTANCE OF 264.72 FEET;
3. N09°58'12"W, A DISTANCE OF 255.84 FEET;
4. N29°16'41"E, A DISTANCE OF 172.44 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3;

THENCE N74°39'02"W, ON THE NORTHERLY BOUNDARY OF SAID LOT 3 AND THE SOUTHERLY BOUNDARY OF LOT 2 AS PLATTED IN SAID SENIORS AT SPRINGS RANCH, A DISTANCE OF 300.95 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID LOT 3, THE SOUTHWESTERLY CORNER OF SAID LOT 2, THE NORTHEASTERLY CORNER OF TRACT B AS PLATTED IN SAID SENIORS AT SPRINGS RANCH AND THE SOUTHEASTERLY CORNER OF TRACT A AS PLATTED IN SAID SENIORS AT SPRINGS RANCH;

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT A AND THE WESTERLY BOUNDARY OF SAID LOT 2 AS PLATTED IN SAID SENIORS AT SPRINGS RANCH ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S77°00'59"E HAVING A DELTA OF 14°24'40", A RADIUS OF 740.00 FEET AND A DISTANCE OF 186.12 FEET TO A POINT ON CURVE;

THENCE S65°18'59"E, A DISTANCE OF 363.12 FEET;

THENCE N24°41'01"E, A DISTANCE OF 191.70 FEET;

THENCE N65°18'59"W, A DISTANCE OF 233.89 FEET;

THENCE N48°35'23"W, A DISTANCE OF 90.62 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT A AND THE WESTERLY BOUNDARY OF SAID LOT 2;

THENCE N41°24'37"E, ON THE EASTERLY BOUNDARY OF SAID TRACT A, SAID LOT 2 AND SAID LOT 1 ALL AS PLATTED IN SAID SENIORS AT SPRINGS RANCH A DISTANCE OF 188.43 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1, THE NORTHEASTERLY CORNER OF SAID TRACT A AS PLATTED IN SENIORS AT SPRINGS RANCH, THE MOST SOUTHERLY CORNER OF TRACT A AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 18 RECORDED UNDER RECEPTION NO. 212713189 AND THE MOST WESTERLY CORNER OF LOT 1 AS PLATTED IN SAID FIRST AND MAIN TOWN CENTER FILING NO. 18;

THENCE S48°35'22"E, ON THE NORTHEASTERLY BOUNDARY OF SAID LOT 1 AS PLATTED IN SENIORS AT SPRINGS RANCH AND THE SOUTHWESTERLY BOUNDARY OF LOT 1 AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 18, A DISTANCE OF 260.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1 AS PLATTED IN SENIORS AT SPRINGS RANCH, SAID POINT BEING THE MOST SOUTHERLY CORNER OF SAID LOT 1 AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 18;

THENCE ON THE EASTERLY BOUNDARY OF SAID LOT 1 AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 18, THE FOLLOWING (2) TWO COURSES:

1. N24°16'29"E, A DISTANCE OF 445.55 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 24°31'56", A RADIUS OF 672.45 FEET AND A DISTANCE OF 287.92 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1 AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 18, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF LOT 1 AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 19 RECORDED UNDER RECEPTION NO. 213713292;

THENCE ON THE BOUNDARY OF SAID LOT 1 AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 19, THE FOLLOWING (3) THREE COURSES:

1. N71°19'13"E, A DISTANCE OF 45.27 FEET;
2. N26°20'02"E, A DISTANCE OF 86.49 FEET;
3. N18°40'00"W, A DISTANCE OF 159.68 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID LOT 1 AS PLATTED IN FIRST AND MAIN TOWN CENTER FILING NO. 19, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 097129652;

THENCE ON SAID SOUTHERLY BOUNDARY, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S16°45'33"E, HAVING A DELTA OF 00°55'28", A RADIUS OF 3720.00 FEET AND A DISTANCE OF 60.03 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 218079638;

THENCE ON THE BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER 218079638, THE FOLLOWING (4) FOUR COURSES:


1. S13°56'15"E, A DISTANCE OF 20.01 FEET;
2. N84°01'37"E, A DISTANCE OF 245.01 FEET;
3. N74°37'51"E, A DISTANCE OF 16.24 FEET;
4. N11°39'55"W, A DISTANCE OF 73.08 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID NORTH CAREFREE CIRCLE;

THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S11°48'29"E, HAVING A DELTA OF 01°38'23", A RADIUS OF 3740.00 FEET AND A DISTANCE OF 107.03 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 129.506 ACRES, 5,641,283 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



DOUGLAS P. REINELT, LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

MAY 22, 2020
DATE



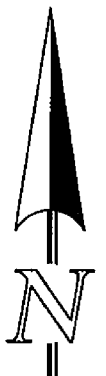
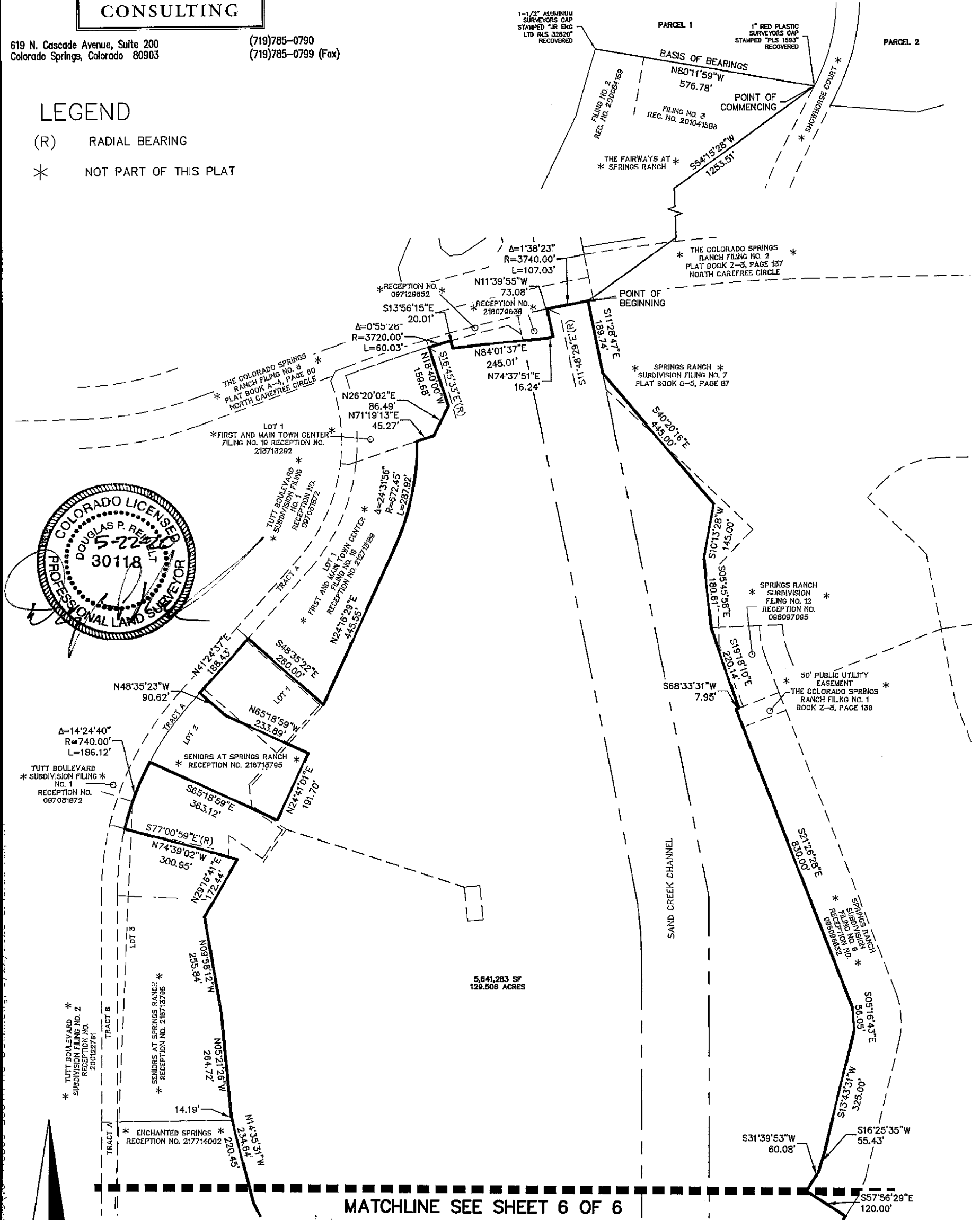
619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903

(719)785-0790
(719)785-0799 (Fax)

GREENWAYS—SOUTH
NO COMMERCIAL
JOB NO. 1195.00-19.1
MAY 22, 2020
SHEET 5 OF 6

LEGEND

- (R) RADIAL BEARING
- * NOT PART OF THIS PLAT



SCALE: 1" = 250'
U.S. SURVEY FOOT

MATCHLINE SEE SHEET 6 OF 6

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.



619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903

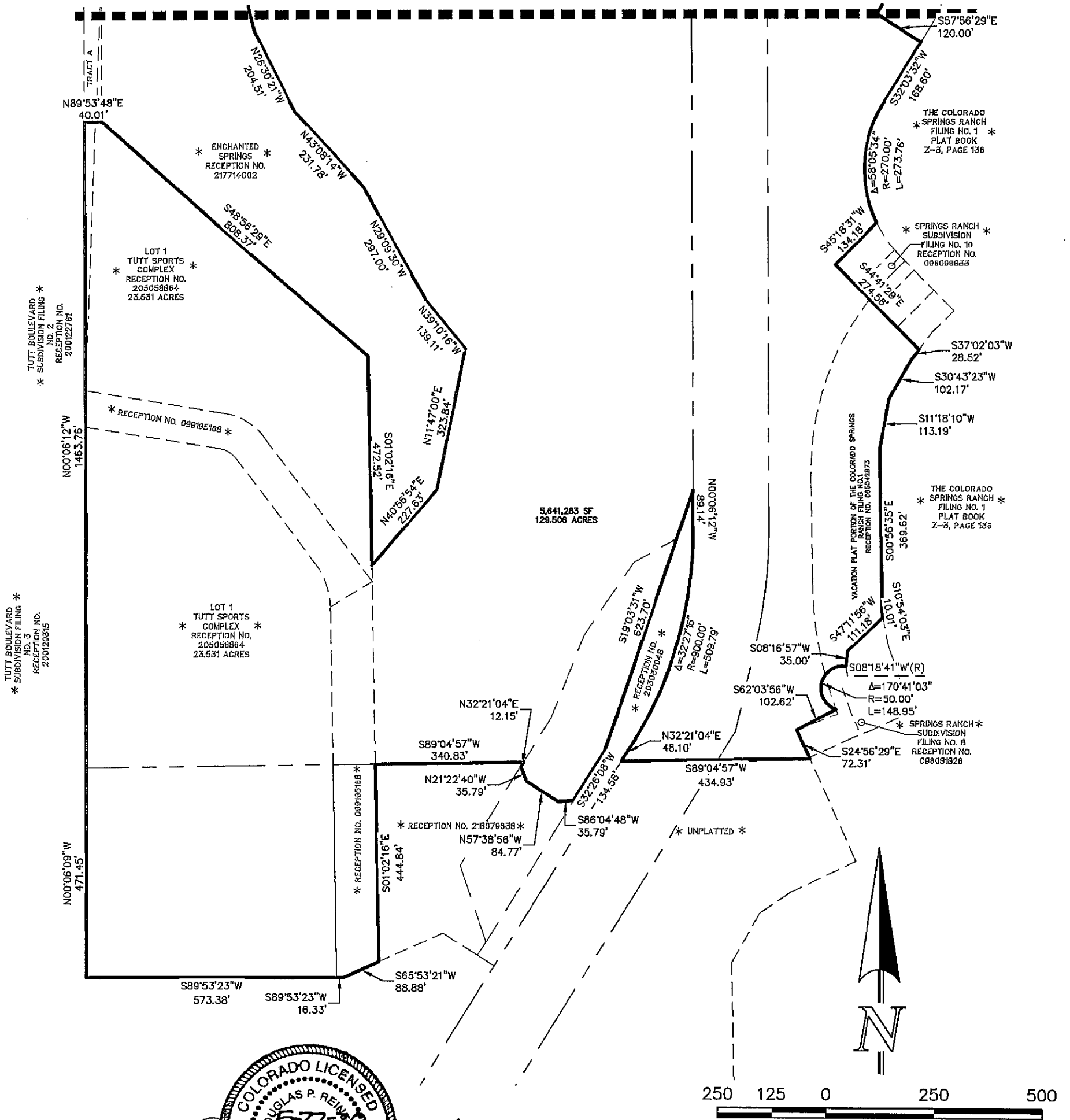
(719)785-0790
(719)785-0799 (Fax)

GREENWAYS--SOUTH
NO COMMERCIAL
JOB NO. 1195.00-19.2
MAY 22, 2020
SHEET 6 OF 6

LEGEND

- (R) RADIAL BEARING
- * NOT PART OF THIS PLAT

MATCH LINE SEE SHEET 5 OF 6



SCALE: 1" = 250'
U.S. SURVEY FOOT

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

EXHIBIT B
TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR GREENWAYS AT SAND CREEK SOUTH

LEGAL DESCRIPTION OF EXPANSION PROPERTY

[ATTACHED]



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

GREENWAYS SOUTH
COMMERCIAL
JOB NO. 1195.00-20
MAY 22, 2020
PAGE 1 OF 2

LEGAL DESCRIPTION: GREENWAYS SOUTH COMMERCIAL

A PARCEL OF LAND BEING A PORTION OF SECTION 30, IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY BOUNDARY OF THE FAIRWAYS AT SPRINGS RANCH FILING NO. 2 RECORDED UNDER RECEPTION NO. 200084159, RECORDS OF EL PASO COUNTY, COLORADO, AND THE NORTHERLY BOUNDARY OF THE FAIRWAYS AT SPRINGS RANCH FILING NO. 3 RECORDED UNDER RECEPTION NO. 201041586 BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2 INCH ALUMINUM SURVEYORS CAP STAMPED "JR ENG LTD RLS 32820" AND AT THE EASTERLY END BY A ONE INCH RED PLASTIC CAP STAMPED "LS 1593" IS ASSUMED TO BEAR N80°11'59"W, A DISTANCE OF 576.78 FEET.

COMMENCING AT THE NORTHEASTERLY CORNER OF THE FAIRWAYS AT SPRINGS RANCH FILING NO. 3 RECORDED UNDER RECEPTION NO. 201041586, RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S49°07'40"W, A DISTANCE OF 2673.84 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT A AS PLATTED IN SENIORS AT SPRINGS RANCH RECORDED UNDER RECEPTION NO. 216713795 SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF LOT 2 AS PLATTED IN SAID SENIORS AT SPRINGS RANCH, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S48°35'23"E, A DISTANCE OF 90.62 FEET;
THENCE S65°18'59"E, A DISTANCE OF 233.89 FEET;
THENCE S24°41'01"W, A DISTANCE OF 191.70 FEET;
THENCE N65°18'59"W, A DISTANCE OF 363.12 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID LOT 2 AND ON THE EASTERLY BOUNDARY OF SAID TRACT A;

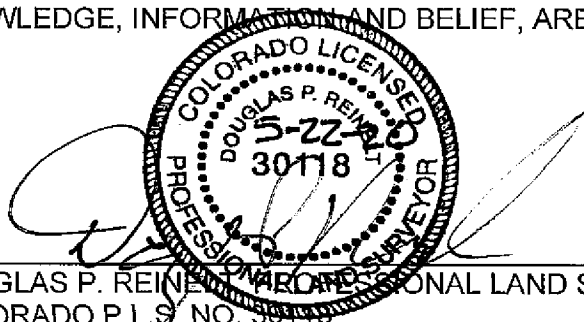
THENCE THE WESTERLY BOUNDARY OF SAID LOT 2 AND THE EASTERLY BOUNDARY OF SAID TRACT A THE FOLLOWING (2) TWO COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S62°36'20"E, HAVING A DELTA OF 14°00'57", A RADIUS OF 740.00 FEET AND A DISTANCE OF 181.02 FEET TO A POINT OF TANGENT;
2. N41°24'37"E, A DISTANCE OF 41.56 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.569 ACRES, 68,350 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



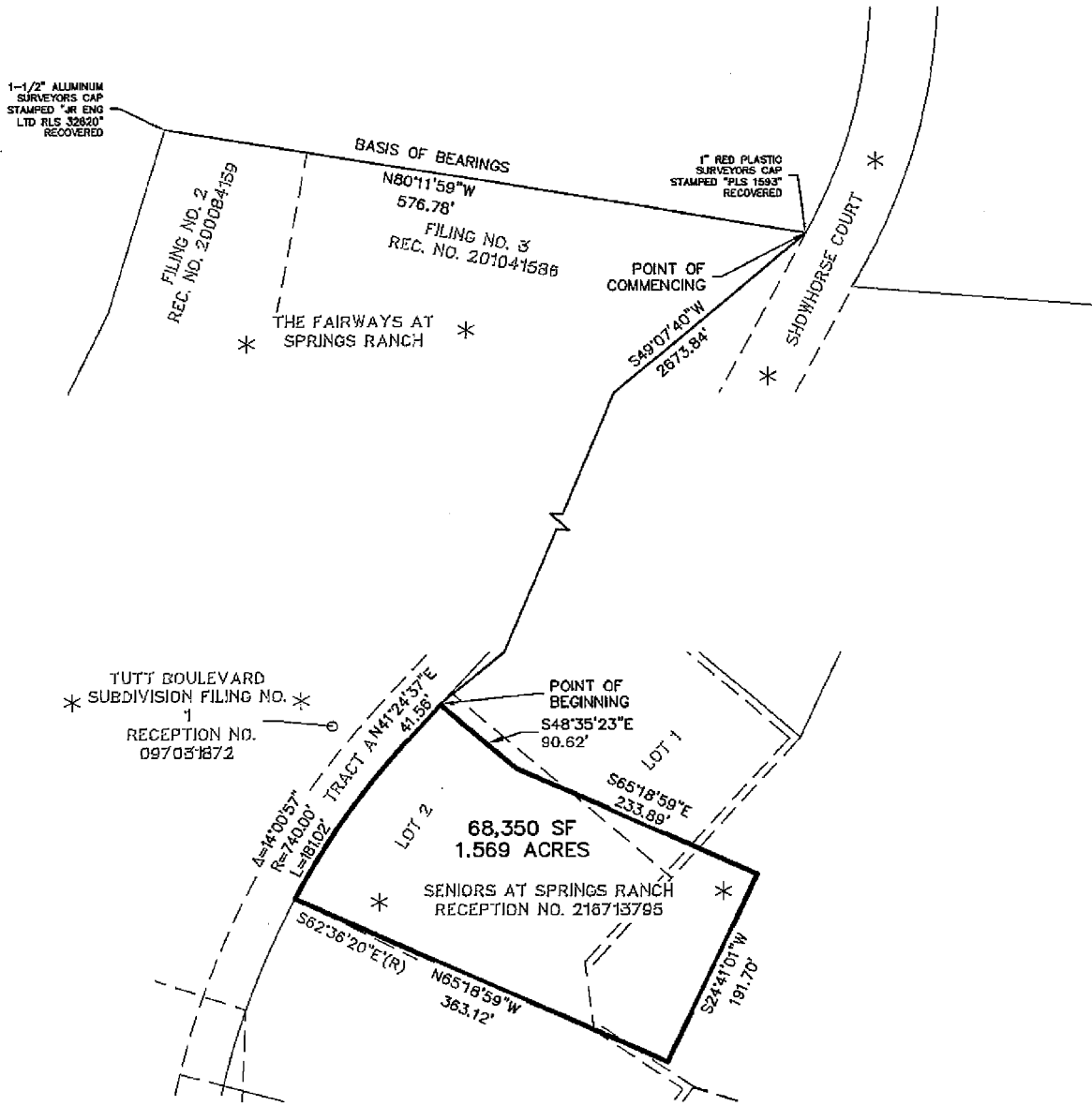
DOUGLAS P. REINELT, LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

MAY 22, 2020
DATE

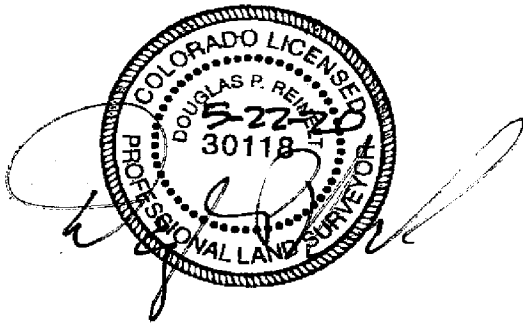


GREENWAYS SOUTH COMMERCIAL
 JOB NO. 1195.00-20
 MAY 22, 2020
 SHEET 2 OF 2

619 North Cascade Avenue, Suite 200 (719)785-0790
 Colorado Springs, Colorado 80903 (719)785-0799 (Fax)



TUTT BOULEVARD
 SUBDIVISION FILING NO. *
 1
 RECEPTION NO. 097031872



SCALE: 1" = 150'
 U.S. SURVEY FOOT

N:\119500\DRAWINGS\SURVEY\EXHIBITS\20-119500 SOUTH COMM.dwg, 5/22/2020 6:59:01 AM, 1:1

ACCESS, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY. B-3