MASTER COVENANTS, CONDITIONS, RESTRICTIONS

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TRAPPERS GLEN
HOMEOWNERS ASSOCIATION

To whom it may concern:

Effective March 1,2009 the following pages set forth the Amended and Restated Articles of Incorporation, Covenants and Bylaws.

RETURN TO:
TRAPPERS GLEN T.A.
12000 W. CHENANGO DR
MORRISON, CO 80465-2016

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TRAPPERS GLEN TOWNHOMES

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TRAPPERS GLEN TOWNHOMES ASSOCIATION, INC.

RECITALS

The Trappers Glen Townhomes Association, Inc., a Colorado non-profit corporation ("Association") certifies that:

1. The Association desires to amend and restate the Declaration of Covenants, Conditions, and Restrictions currently in effect as set forth below;
2. The provisions set forth in these Amended and Restated Declaration of Covenants, Conditions, and Restrictions supersede and replace the existing Declaration of Covenants, Conditions and Restrictions, and all amendments;
3. The Declaration of Covenants, Conditions, and Restrictions of the Association are hereby amended by striking in their entirety Chapters I-XIV inclusive and be substituting the following:

CHAPTER I
DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

1.1 "Articles" or "Articles of Incorporation" means the articles of incorporation of the Association.

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

1.3 "Association" means The Trappers Glen Townhomes Association, Inc., a Colorado nonprofit corporation, its successors and assigns, the Articles and Bylaws of which, as hereinafter defined, along with this Declaration, shall govern the administration if the Project; and the members of which shall be all of the Owners.

1.4 "Bylaws" means the Bylaws of the Association.

1.5 "Board of Directors" or "Board" means the body designated to act on behalf of the Association.

1.6 "Common Area" shall mean and refer to all real property (including the improvements thereon and thereto) owned by the Association for the common use and enjoyment of the Owners, together with any improvements, personal property or facilities situated thereon. The Common Area to be owned by the Association at the time of the conveyance of the first Lot to an Owner are these parcels of real property described in Exhibit 2 attached hereto and incorporated herein by reference. The Common Area shall be free and clear of any encumbrances. "Common Area" shall also mean and refer to any additional property or properties as may hereafter be annexed to the Property pursuant to the provisions of Chapter XIII and which are designated as "Common Areas" in the recorded instrument for such annexation. The Common Area shall include all private streets and common parking areas for the use of Owners, their Guests and invitees, recreation areas and walkways outside of Lot lines.

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

1.8 "Patio Area" shall mean and refer to any area, if any, located on a Lot and within the confines of a Patio Fence.

1.9 "Patio Fences" shall mean and refer to any fence, if any, erected as part of the original construction of the Project, or as subsequent replacement therefore, or any other wall which separates the Common Area from one or more

Lots and on one side faces the Common Area and on other side faces one or more Lots.

1.10 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.

1.11 "First Mortgage" shall mean and refer to the unpaid and outstanding Mortgage having priority of record over all other recorded Mortgages.

1.12 "First Mortgagee" shall mean and refer to the Mortgagee under a First Mortgage.

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

1.14 "Lot" shall mean and refer to each of the following parcels of real property indentified on the Map, as hereinafter defined, recorded or to be recorded in the office of the Clerk and Recorder of the County of Jefferson, Colorado, all as set forth in exhibit 3 attached hereto and incorporated herein by reference; and shall include any Residence constructed thereon. (In explanation of the foregoing, Lot A, Block 1 is a separate "Lot"; Lot B, Block 1 is a separate "Lot"; Lot C, Block 1 is a separate "Lot"; etc.) "Lot" shall also mean and refer to any platted Parcel or parcels located within any additional property or properties as may hereafter be annexed to this Declaration pursuant to the provisions of Chapter XIII and which is designated as a "Lot" in the recorded instrument for such annexation.

1.15 "Managing Agent" means the Person employed by the Board to perform management and operational functions.

1.16 "Map" means the plat for Trappers Glen Townhomes filed for record in the office of the Clerk and Recorder of the County of Jefferson, Colorado, which may be filed in whole or any part and if filed in shall be supplemented as determinable, depicting thereon:

1.16.1 The legal description of the Property and a survey thereof;

1.16.2 The parcels of real property identified as Lots; and

1.16.3 The parcels of real property identified as the Common Area

The Board unto itself hereby reserves the right, from time to time, without the consent of any Owner being required, to amend the Map and supplement(s) thereto, to confirm the Map to the actual location of any of the constructed improvements, to establish, vacate and relocate utility easements, access road easements and parking spaces, and to establish certain Common Areas.

In interpreting any and all provisions of this Declaration or the bylaws, subsequent to deeds to and/or Mortgages of Lots, the actual location of a Lot shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations from the location of such Lot as indicated on the Map.

1.17 "Member" shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

1.18 "Owner" shall mean and refer to any Person or Persons, as hereinafter defined, who is a record owner (including a contract seller, but excluding a contract purchaser) of a fee simple title interest to any Lot; but excluding, however, any such record owner having such an interest therein merely as security for the performance of an obligation or as a Mortgagee.

1.19 "Party Wall" shall mean and refer to any wall which is built as a part of the original construction of the Residences (or as a subsequent restoration or replacement of such original construction) which is placed on a dividing line between such Residences.

1.20 "Party Wall Owner" shall mean and refer to the Owner of a Lot upon which the Residence is separated from another Residence by a Party Wall. If more than one Owner owns a Lot upon which the Residence is separated from another Residence by a Party Wall, then all of such Owners shall collectively be the Party Wall Owner for such Lot.

1.21 "Patio" shall mean and refer to the concrete structure built on the rear of any Residence, if any, which is built as a part of the original construction of the Residences and is located on an Owner's Lot.

1.22 "Perimeter Fence" shall mean and refer to any fence or wall erected as a part of the original construction of the Project, if any, or as a subsequent replacement therefore, or any other wall which separates Common Area from a public street, a public right-of-way or from property outside of the Project.

1.23 "Person" means an individual, corporation, partnership, combination, association, trustee or any other natural person or legal entity.

1.24 "Project" means all of the Property, Lots and Common Area.

1.25 "Property" shall mean and refer to the Property described in Exhibit 1 attached hereto and incorporated herein by reference, together with any property which is hereafter brought within the jurisdiction of the Association pursuant to the provision of Chapter XIII hereof.

1.26 "Residence" shall mean and refer to a single-family home or other similar single-family residential unit constructed upon a Lot for permanent occupancy of an Owner and his or her family.

CHAPTER II
THE ASSOCIATION

2.1 General Purposes and Powers. The Association, through the Board, shall perform functions, and hold and manage property as provided in this Declaration so as to further the interests of Owners of Lots in the Project. All Owners and any purchaser of a Lot shall be deemed to have assented to, ratified, and approved such designations and management. The Association shall have all powers necessary or desirable to effectuate such purposes.

2.2 Board of Directors. The affairs of the Association shall be managed by the Board of Directors which may by resolution delegate any portion of its authority to an executive committee, or to a director or Managing Agent for the Association.

2.3 Labor and Services of Management Duties. The Association; (i) may obtain and pay for the services of a Managing Agent to manage its affairs, or any part thereof, to the extent it deems advisable, as well as, such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any Person with whom or with which it contracts; (ii) may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of the Declaration; and (iii) may arrange with other to furnish lighting, heating, water, trash collection, sewer service, and other common services.

Any agreement for professional management of the Project may not exceed three (3) years. Any such agreement shall provide for termination by either party with or without cause and without payment of a termination fee on a sixty (60) days' written notice.

2.4 Property of Association. In addition to the Common Area, the Association may pay for, acquire, hold or lease real property, tangible personal property and dispose of the same by sale or otherwise. Subject to the Rules and Regulations of the Association, each Owner and each Owner's family and guest

may use such property. Upon termination of the Association's ownership of the Common Area and dissolution of the Association, if ever, the beneficial interest in any such property, to the extent reasonably practicable, shall be conveyed, transferred or dedicated to an appropriate public agency or agencies to be used for a purpose similar to those as provided herein and in the Articles and Bylaws of the Association. In the event such conveyance, transfer or dedication is refused by said public agency or agencies, such assets shall be granted, conveyed and/or assigned to any nonprofit corporation, association, trust or other organization to be devoted to said similar purposes. In the event that such grant, conveyance and/or assignment cannot be accomplished to any nonprofit corporation, association, trust or organization, then the assets of the Association shall be deemed to be owned by the members at the date of dissolution in proportion to each member's ownership of the Common Area membership in the Association.

2.5 Association Right to Lease and Grant Easements, Licenses and Permits over the Common Area. The Association shall have the right to encumber, to lease, and grant easements, licenses or permits over the Common Area or any Lot with or without charge, for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The rights granted to the Association in this Subsection shall only be used in the promotion of the collective best interests of the Owners.

2.6 Enforcement by Association/Rights and Actions.

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

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

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

(b) suspending the right to vote or use Common area;

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

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

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

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

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

2.6.3 In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

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

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

2.7 Implied Rights. The Association shall have and may exercise any right or privilege given to it expressly by this Declaration or Articles or Bylaws, or reasonably to be implied by law, or which may be necessary or desirable to fulfill its duties, obligations rights or privileges.

2.8 Education and Training. Pursuant to Colorado law, as a Common Expense, the Association shall provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting facilities use for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefiting or contributing to operation or governance of the community and the rights and responsibilities of Owners and the Association. The type and format of education to be provided to the Owners shall be determined in the sole discretion of the Board. The Association may also fund and support education and training for officers and directors.

2.9 Other Association Functions. The Association may undertake any activity, function or service for the benefit of or to further the interests of all,

some or any Owners on a self-supporting, special assessment or common assessment basis.

CHAPTER III
MAINTENANCE

3.1 Management and Maintenance Duties and Duty to Establish Reserve Account. Subject to the rights of Owners as set forth in this Declaration, the Association shall be responsible for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Area (including the private streets and parking areas and including facilities, furnishings and equipment related thereto) and the exterior portions of the Residences, and shall keep the same in good, clean, attractive and sanitary condition, order, and repair. The Association shall maintain in a proper, first class manner all Perimeter Fences, exterior Patio Fences, grass, trees, shrubbery, flowers, and similar landscaping, if any, constituting part of the Common Area, together with the exterior portions of all Residences and buildings. The Association shall establish and maintain, out of the annual assessments, an adequate reserve account for the periodic maintenance, repair, and replacement of the Common Area and the exterior portions of the Residences and buildings.

3.2 Association's Duty of Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon the structures of each Lot which are subject to assessment hereunder, as follows:

(a) paint, maintain, repair, replace siding on the exterior of the residences:

(b) maintain, repair, and replace roofs and roof decking, gutters, and downspouts of the residences:

(c) repair and replace chimney caps

(d) paint the exterior surface of garages, including door frames and garage doors:

(e) repair and replace sidewalks, steps and front porches:

(f) maintain trees, shrubs grass and other Association installed landscaping on the Lots (except that Owners are responsible for all trees, shrubs, grass and other landscaping in the enclosed rear area of the Lot) and

(g) repair and replace fence surrounding the rear yard areas.

Such exterior maintenance shall exclude garage doors, Patio Fences on Lot dividing lines (known as privacy fences) windows or other glass surfaces. The Association shall also be responsible for the full maintenance, repair and restoration of any driveway leading from the street to each Residence, notwithstanding the fact that some part of the driveway may be located on an Owner's Lot and on a portion of the Common Area, and such maintenance shall include all snow removal from such driveway.

For purposes of performing the exterior maintenance duties referred to herein, and inspections related thereto, the Association, through its duly authorized agents, contractors, or employees, shall have the right, after reasonable notice to the Owner and occupants thereof, to enter upon any Lot or Residence at reasonable hours. Such entry shall not be deemed a trespass. In emergency situations, the Association, or its agents, contractors, or employees, may enter the Lot without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter.

In performing repairs of maintenance authorized under this Declaration, the Association shall not be liable for any loss, cost, or damage caused by its actions, except on account of its willful conduct.

3.3 Owner's Negligence. In the event that the need for maintenance, repair or replacement of the Common Area or exterior portion of a Residence or any portions thereof, is caused through or by the negligence or willful act or omission of an Owner, or by any member of an Owner's family, his guests or invitees, then the expenses, costs and fees incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner; and, if not repaid to the Association within seven (7) days after the Association shall have given written notice to the Owner of the total amount, or any portions

thereof from time to time, of such expenses, costs and fees, then the cost of collection, including reasonable attorney's fees, shall be added to and become part of the assessment to which such Lot is subject. Any Owner subject to such assessment shall have the right to a hearing before the Board prior to any assessment being made, to contest any finding of negligence, willful act or omission. Such Owner must request a hearing within seven (7) days after the Association has given notice to the Owner in accordance with this Section. No assessment pursuant to this Section shall be made until the hearing, if any, has been held.

3.4 Perimeter Fences-Repair and Maintenance. The Association shall be responsible for repairing, maintaining and replacing Perimeter Fences, if any, and the costs thereof shall be a part of the annual assessments levied by the Association.

3.5 Patio Fences-Repair and Maintenance. The Association shall be responsible for maintaining and repairing each Owner's Patio Fence and shall pay all costs in connection therewith.

3.6 Negligent or Willful Acts. Notwithstanding any other provisions of this Chapter III, any Owner, who by his negligence or willful acts causes a Perimeter Fence or Patio Fence to be damaged, shall bear the whole cost of repair, maintenance or rebuilding of any structure

3.7 Owners' Duty of Maintenance and Repair. The maintenance and repair of the interior of each Residence, Patio Area, and Patio shall be the sole responsibility of the Owner thereof. Each Owner, its agents and contractors, are hereby granted an easement for the purpose of maintenance and repair, in and upon adjacent Lots on reasonable notice to the Owners thereof for the purpose of allowing such duty to be discharged. Any damage occasioned to the adjacent Lot or improvements thereon in exercising said easement shall be the responsibility of the Owner performing the maintenance or repair.

3.8 Maintenance Duty. In the event that the Owner of any Lot shall fail to maintain such Owner's Lot, Residence or any other improvements situated

thereon in accordance with such Owner's duties and responsibilities as set forth in this Declaration, the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon such Lot and to perform the same, and the cost thereof shall be added to and become part of the assessment to which such Lot is subject. Before the Association may exercise its rights under this Section, it must first have adopted a procedure for implementing a hearing process which provides the Owner with a reasonable opportunity to be heard and to present a defense to any alleged infraction of such Owner's duties and responsibilities as set forth in this Declaration.

CHAPTER IV
RIGHTS IN THE ASSOCIATION

4.1 Membership and Inseparability of Rights. Every Owner of a Lot which is subject to Assessment shall be a member of the Association and shall remain a member for the period of his ownership of a Lot. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot. Upon transfer or conveyance of a Lot which is subject to assessment, the membership in the Association and all rights of the transferor Owner with respect to the Common Area and any facilities located thereon to which ownership to such Lot relates shall automatically transfer to the transferee Owner. Each Owner shall automatically be entitled to the benefits and subject to the burdens relating to the membership for his Lot. If the fee simple title to a Lot is held by more than one Person, each Owner of a Lot shall be a member of the Association. Membership in the Association shall be limited to Owners of Lots in the Project.

4.2 Voting. The Owner or Owners of each Lot shall be entitled to one vote for each such Lot owned by said Owner or Owners.

CHAPTER V

COMMON AREA RIGHTS AND USAGE

5.1 Rights and Easements in the Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with title to every Lot.

5.2 Easements for Access. Every Owner, his family members, guests and invitees shall have, in conjunction with all other Owners and their family members, guest and invitees, a non-exclusive right and easement of access, including a non-exclusive right and easement of ingress and egress over, across and upon the Common Area for the purpose of getting to and from his Lot, any parking areas, and the public way for both pedestrian and vehicular travel, which rights and easements shall be appurtenant to and pass with the transfer of title to an Owner's Lot.

5.3 Limitations and Restrictions. Not withstanding anything to the contrary contained in Sections 5.1 and 5.2, all such rights and easements shall be subject to the following provisions:

5.3.1 The covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and contained in the plat and Map of the Property recorded in the office of the Clerk and Recorder of the County of Jefferson, Colorado.

5.3.2 The right of the Association to temporarily suspend any and all rights of any Owner, his family members, guest and invitees, for an Owner's or an Owner's guest's infraction of any of the provisions of this Declaration, the Articles, Bylaws or any reasonable rule or regulation of the Association, but any suspension of rights for said infraction may only be for a period not exceed sixty (60) days; provided, however, that before the Association may exercise its rights under this Subsection it must first have adopted a procedure for implementing a hearing process which

provides the Owner with a reasonable opportunity to be heard and to present a defense to any alleged infraction of any reasonable rule or regulation of the Association.

5.3.3 The right of the Association to adopt, from time to time, any reasonable rules and/or regulations concerning the use of the Common Area, including parking and traffic, as the Association may determine are necessary or prudent.

5.3.4 The right of the Association, upon approval of at least 67% of the total Association, to mortgage the Common Area as security, provided, that the rights of such mortgagee shall be subordinate to the rights of the homeowners.

5.3.5 The right of the Association to transfer or convey ownership of the Common Area or any portion thereof, subject to the prior approval of 67% of the total Association vote.

5.3.6 The right, power, and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, or in the Common Area.

5.3.7 No unreasonable use of the Common Area shall be allowed to the inconvenience or detriment of other Owners.

5.3.8 The right of the Association to take such steps as may be reasonably necessary to protect the Common Area against foreclosure.

5.3.9 The right of the Association to close or limit the use of the Common Area while maintaining, repairing, and making replacements in the Common Area.

5.3.10 The right of the Association to change use of, add or remove improvements to the Common Area.

5.4 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities located thereon to the members of his family, his tenants or contract purchasers who reside on the Property. If the Owner delegates right to use Common Area and facilities to such persons, the

Owner shall not be entitled to use the Common Area facilities if the Owner does not reside in the Unit.

5.5 Association as Owner of the Common Area. The Association shall have fee simple ownership to the entire Common Area.

CHAPTER VI
ASSESSMENTS

6.1 Personal Obligation. Every Owner, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), is deemed to personally covenant and agree, jointly and severally, with every other Owner and with the Association, and hereby does so covenant and agree, to pay to the Association Common Expense Assessments including:

(a) annual assessments or charges applicable to his Unit, and

(b) special assessments for capital improvements; or any other expenditure which may arise which would require the use of a special assessment. Special assessments are in addition to the annual assessment provided for above. The Board may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners. In order to be effective, any special assessment shall become effective; provided that sixty-seven (67%) of the Owners present and voting at a duly called meeting approve the assessment, such assessments to be established and collected as hereinafter provided.

(c) both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in periodic installments, such as monthly, quarterly, or annually, as determined by the Board of Directors. Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and any additional fees charged by the Managing Agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Area or the facilities contained therein or by abandonment or leasing of his Lot. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets

or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or Board of Directors is not properly exercising its duties and powers under this Declaration. In addition to the foregoing, every Owner shall also have the obligation to pay the real property ad valorem taxes and special assessments imposed by the Colorado governmental subdivisions and applicable to his Lot. Every Owner shall also have the obligation to pay all charges for water,(unless this is an expense covered by the Association) telephone, electricity, gas or other utilities applicable to his Lot, and in the event that any of such services are metered under a master meter or other master measuring device for more than one Lot or Residence, then the Association shall have the full right in its sole discretion to apportion such charges among such Lots in any manner the Association deems fair and reasonable.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, convenience and general welfare of the Owners, including the improvement, maintenance and repair of the exteriors of the Residences and buildings, the Common Area and the facilities located thereon, and in providing the services as specified herein. Proper uses of the assessments levied by the Association shall include, but are not limited to, the expenditures of funds for fees, expenses, charges, levies, premiums, expenditures or other costs of the Association for: (a) management of the Common Area; (b) repairing, replacing and maintaining the Common Area, the exterior portions of the Residences and buildings; (c) establishing and maintaining reserves for repairs, maintenance and replacement of the Common Area, exterior portions of the Residences and buildings, which reserve funds shall be a part of the annual assessments; (d) installing, maintaining and repairing roads and underground utilities upon, across, over and under any part of the Common Area; (e) installing, constructing, maintaining, and repairing Perimeter Fences and common lighting, walkways, parks, streets, parking areas, and related facilities of the Common Area; (f)

furnishing water and sewer services to the Lots and Common Areas; (g) furnishing trash removal services to all Lots; (h) providing horticultural services such as mowing grass, caring for the grounds, sprinkler system, walks and pathways, and landscaping, trees, shrubs, and grass of the Common Area and Lots; (i) maintenance and repair of all utilities and related equipment installed on the Property or located on a Lot up to the point where the utility lines, water pipes, wires, conduits, systems or other related equipment for a particular Residence enter a Lot; (j) obtaining and maintaining insurance covering the Common Area, Lots and the Association in accordance with the Provisions hereof; (k) carrying out all the other powers, rights and duties of the Association; (l) for any deficit remaining from a previous assessment year; and (m) for any other costs, expenses, and fees which may be incurred by the Association by reason of this Declaration, the Articles or Bylaws.

6.3 Assessment Years. The Assessment Year for the levying of the Association's annual assessments shall commence upon the first day of January and shall continue thereafter until the following 31st of December.

6.4 Amount of Annual Assessments. Commencing with the first assessment year and thereafter, the annual assessments against all Lots shall be based upon the Association's advance budget (as determined by the Board of Directors) of the cash requirements needed to provide for the administration and performance of the duties as provided for herein.

6.5 Computation of Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Community during the coming year, which may include an annual reserve contribution for replacement of improvements that are the Association's responsibility, and the Board shall establish the annual assessment or installments for the coming year. Notice of the annual assessment and installments thereof shall be provided in writing to Owners at least 30 days prior to the due date. The budget shall not operate as a limitation on expenditures by the Board, but, rather

the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

6.6 Due Dates for Assessment Payments. The due dates of assessment payments shall be set by the Board. Unless otherwise determined by the Board, the annual assessments, and any special assessments, shall be paid in monthly installments and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such assessment shall not be paid within ten (10) days after it shall have become due and payable, it shall be delinquent and subject to Association remedies discussed in Section 6.11 herein.

6.7 Lien for Assessments. The annual and special assessments, and such other Common Expense Assessments imposed by the Association, including all charges, fees, costs, expenses, fines, interest and attorney fees shall be burdens running with, and shall constitute a continuing and a perpetual lien in favor of the Association upon the specific Lot and Residence to which such assessments apply, and this Declaration shall serve as record notice of said lien. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. To further evidence such lien upon a specific Lot, the Association or Managing Agent may prepare a written lien notice setting forth the description of the Lot, the amount of the annual assessments thereon which is unpaid as of the date of such lien notice, the name of the Owner or reported Owner thereof, a statement that assessments, liquidated damages, costs and attorneys' fees may continue to accrue against said Lot, and any and all other information that the Association may deem proper. The lien notice shall be signed by the president or vice president of the Association or such other person as may be so authorized by the Board, and may be recorded in the office of the Clerk and Recorder of the County of Jefferson, Colorado. Any such lien notice shall not constitute a condition precedent nor delay the attachment of the lien, but such lien is a perpetual lien upon the Lot and attaches without notice at the beginning of the first day of any period for which any assessment is made, and shall continue until said assessment is paid in full.

6.8 Effect of Nonpayment of Assessments. If any annual or special assessment, including any monthly installment thereof, is not fully paid within ten days (10) days after the same becomes due and payable, then the Association may:

(a) charge a reasonable late fee against the delinquent Owner for each month said assessment is delinquent and such assessment may bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date;

(b) accelerate the balance owing on an annual assessment so that the total amount for the remainder of that fiscal year becomes immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Owner's annual Assessment.

(c) bring an action at law or in equity, or both, against any Owner personally obligated to pay such delinquent Assessment, charges, fees, or installments thereof; and also,

(d) proceed to foreclose its lien against the particular Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments may be commenced and pursued by the Association without foreclosing or, in any way, waiving the Association's lien thereof and the Association's right to proceed with foreclosure thereon. In the event that any such assessment is not fully paid when due and the Association shall commence such an action (or shall counterclaim or cross claim in such relief in any action) against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the particular Lot, the Association's costs, expenses and reasonable attorneys' fees, including costs of suit, incurred in any such action and/or foreclosure proceedings, shall be additional charges against the land and shall be a continuing lien upon the property against which such assessment was made. Such amounts shall be recoverable by the Association from any Owner, and such Owner shall be personally

obligated to pay the same to the extent they exceed the proceeds from the foreclosure by the Association's lien.

Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association thereafter from again foreclosing or attempting to foreclose its lien for any subsequent assessments, or installments which are not fully paid when due or for any subsequent default assessments or installments. The Owner of a Lot shall be responsible for all assessments arising during any foreclosure proceeding or other legal proceeding affecting such Lot. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same.

6.9 Successor's Liability for Assessments. The personal obligation for delinquent assessments, interest, late charges, costs, expenses and attorneys' fees against a Lot shall pass to an Owner's successors in title.

6.10 Lien Priority. "The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture

shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof."

6.11 Certification of Status of Assessments. Upon request in writing by any person and payment of a reasonable charge thereof (to be determined by the Board of Directors), the Association shall furnish a certificate setting forth: (a) the amount of any unpaid assessments, charges for liquidated damages, costs, expenses and attorneys' fees then existing against a particular Lot; (b) the amount of the current monthly installment of the annual assessment and the date that the same is due and payable; (c) the amount and date of payment for any special assessments then existing against the Lot; and (d) any other information deemed proper by the Association and/or the Board of Directors. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

6.12 Assessment Reserves. The Association shall require an Owner to deposit with the Association an amount not less than two (2) times and not greater than six (6) times the amount of the estimated monthly installment of the annual assessment, which sum shall be held, without interest, by the Association or Managing Agent as a reserve for working capital. Such payment shall not relieve an Owner from making the regular monthly payment of the annual assessment. Upon the transfer of a Lot, an Owner shall be entitled to a credit from his transferee for any unused portion thereof.

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

CHAPTER VII
EASEMENTS

7.1 Easements of Record. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property, and all portions thereof, shall be subject to the easements as shown on any recorded Map or plat affecting the Property, or any portion thereof, together with the easements as set forth in this Declaration.

7.2 Encroachment Easements. The Project, and all portions thereof, shall be subject to an easement for encroachments created by construction and overhangs as originally designed or constructed and for settling, shifting and movement of any portion of the Project. A valid easement for said encroachments and for maintenance thereof shall exist so long as the encroachment exists. In the event that a Residence is partially or totally destroyed, and then rebuilt, the Owners of the Lots adjoining the Lot on which the rebuilt Residence is located hereby agree that any encroachments of the rebuilt Residence upon such adjoining Lots, and all Owners and the Association agree that any encroachments of the rebuilt Residence upon the Common Area, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist so long as the encroachment exists. Such encroachments shall not be considered to be encumbrances upon any part of the Project. Encroachments referred to herein include, but are not limited to, encroachments caused by the original construction of the Project or any Residence constructed on the Property, or any error thereof, by settling, rising, movement or shifting of the earth or any portion of the Project or by changes in position caused by repair or reconstruction of any part of the Project.

7.3 Utility Easements. There is hereby granted to the Association, a blanket easement upon, across, over, in and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electrical, and a master television antenna system to the extent the Association is responsible for such utilities.. By

virtue of this easement, the Association shall have the authority to permit utility companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary equipment on the Property and to affix and maintain electrical and telephone wires, circuits and conduits on, through, above, under, and across the roofs and exterior walls of the Residences. Notwithstanding anything to the contrary contained in this Section, no water, sewer, gas, telephone, electrical or antenna lines, systems or facilities may be installed or relocated on the Property except as approved by the Board. Should any utility company furnishing a service covered by the blanket easement herein created request a specific easement by separate recordable document, the Board shall have, and is hereby given the right and authority to grant such an easement upon, across or over any part of the Property without conflicting with the terms hereof; provided, however, that such power shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property. This easement for utilities expressly includes servicing of the separate water system for each Lot as well as common utilities.

7.4 Emergency Easement. A blanket easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Common Area in the proper performance of their duties.

7.5 Easement for Maintenance. An easement is hereby granted to the Association, its officers, agents, employees and assigns, upon, across, over, in and under the Common Area together with the right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the Common Area maintenance and storage facilities for use by the Association. The Association shall have an easement on such parts of each Lot as may be necessary or appropriate for it to perform its obligation, rights or duties with respect to such Lots, specifically including maintenance of Perimeter Fences and Patio Fences, in accordance with

the provisions of this Declaration. In performing repairs or maintenance authorized under this Chapter, the Association shall not be liable for any loss, cost or damage caused by its actions, except on account of its willful misconduct. No diminution or abatement of annual assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to the damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs and expenses of repairing such damage.

7.6 Easements for Drainage. An easement is hereby granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing correcting or otherwise modifying the grade of drainage channels of the Property so as to improve the drainage of water on the Property.

7.7 Easements for Restoration and Repairs. Each Owner and his contractors and agents, and the Association and its contractors, officers, agents and employees shall have an easement onto adjoining Lots and onto the Common Area as is reasonably necessary for the restoration and repair of the Residence on such Owner's Lot; provided, however, that such Owner shall immediately repair and be liable for any damage to such Lot or the improvements or other property thereon resulting from the exercise of this easement.

7.8 Driveway Easements. If the driveway for any Lot is adjacent to the driveway for an adjoining Lot and if such adjoining driveways are curved or angled, then the Owners of such adjoining Lots shall have a joint easement and right-of-way for ingress and egress from their respective driveways or garages, if any, to the street adjoining their Lots.

7.9 Easements Deemed Created. All conveyances of Lots hereunder made shall be construed to grant and reserve the easements contained in this

Chapter VII, even though no specific reference to such easements or to this Chapter VII appears in the instrument for such conveyance.

7.10 Access. For the purpose of performing the maintenance referred to in this Chapter, and inspections related thereto, the Association, through its duly authorized agents, contractors, employees or the Architectural Review Committee, shall have the right, after reasonable notice to the Owner or occupants thereof and during regular business hours, to enter upon any Lot and improvements thereon, and such entry shall not be deemed a trespass. In emergency situations, the Association or its agents, contractors or employees, may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter.

CHAPTER VIII

ARCHITECTURAL REVIEW COMMITTEE

8.1 Committee. An Architectural Review Committee consisting of three (3) or more persons shall be appointed by the Associations' Board and shall be responsible to the Board. If no Architectural Review Committee is appointed, the Board of Directors shall act as the Committee. The Board shall have the authority to remove any members of the Committee at their sole discretion.

8.2 Purpose. The Architectural Review Committee shall regulate the external design, appearance and location of the Project, Lots and Residences and of improvements thereon in such manner as:

(a) to promote those qualities in the environment which brings value to the Project, Lots, and Residences; and

(b) to foster the attractiveness and functional utility of the community as a place to live, including maintenance of a harmonious relationship among structures, vegetation and topography.

8.3 Architectural Aesthetic Requirements. In order to maintain the architectural aesthetics of the Project, no improvements, buildings, projections or other structure, including an addition of any nature to the exterior of the Unit, and no walls, patios, planters or other similar items shall be commenced, improved, constructed, maintained, erected, altered, if already in existence (specifically including the alteration painting and/or staining of the exterior of any Residence), or remodeled; nor shall any grading, excavation, tree removal, planting and/or exterior addition, change or alteration thereon be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, colors (including color of paint or stain) and locations of the same shall have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall review all applications for alterations or improvements in relation to the purpose of such design review as herein provided, and on relation to the harmony and integrity of exterior design and

location in relation to surrounding structures and topography, the overall community design of the Project, the character of the exterior materials, and the quality of the exterior workmanship. Additionally, architectural approval shall be based, among other things, on: (a) the integrity, conformity and harmony of exterior design, colors and materials with neighboring structures, (b) relation of the proposed improvements to the natural topography, grade and finished ground elevation; (c) relation of the structure to that of neighboring structures and natural features of the Property; and (d) conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

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

(a) Owners will not commence construction or installation of an improvement, as described in Section 8.3 above, until they have submitted improvement plans and specifications and received written approval from the Architectural Review Committee;

(b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Architectural Review Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of approval, if previously granted;

(c) Architectural Review Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners shall notify the Architectural Review Committee of completion of the improvement's installation or construction within five days of such completion;

(e) Upon completion of an improvement, Owners authorize the Architectural Review Committee or its representative(s) to enter onto the Lot for exterior inspection, if so requested;

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

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

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

8.5 Architectural Criteria. The Architectural Review Committee shall exercise its reasonable judgment to the end that all improvements which require approval of the Architectural Review Committee pursuant to this Declaration comply with the requirements set forth in this Declaration. The approval or consent of the Architectural Review Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon conformity with the specifications and purposes generally set forth in this Declaration and any architectural guidelines. Upon its review of such plans, specifications and submittals, the Architectural Review Committee may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

8.6 Architectural Guidelines. The Architectural Review Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

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

8.8 Procedures. In the event the Architectural Review Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been denied as submitted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Rules and Regulations or any architectural guidelines adopted by the Board. The applicant may appeal an adverse decision by the Architectural Review Committee to the Board of Directors of the Association, which may reverse or modify such decision by two-thirds (2/3) vote of those directors present and voting at a meeting at which a quorum is present. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of plans and specifications. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Board or to the Architectural Review Committee to comply therewith. If the work contemplated by any such plans and specifications shall require a

building permit or other permit under local building codes, then a copy of any and all such permits shall be submitted to the Architectural Review Committee after the same is issued.

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

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

8.11 Records. The Association shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party during reasonable hours of the business day according to any policy adopted by the Board.

CHAPTER IX
RESTRICTIONS

9.1 Zoning Compliance. All Lots and Residences shall be used only for those uses and/or purposes allowed by the local zoning, control, and regulation, and permitted by this Declaration, subject to any rules and regulations adopted by the Association. Lots shall not be used for any other purpose other than a residential dwelling except as set forth in this Section. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi-trailers; (e) the use or rental of any structure on a Lot for any transient hotel, motel, bed and breakfast, restaurant, bar, or other commercial purpose whatsoever; provided however, an Owner may use a specifically designated portion of his Residence as a home business office and home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot, do not change the residential character thereof, or violate any provision of this Declaration.

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

9.3 Restrictions on Pets. Pets shall mean and include cats, dogs, birds, reptiles, or other household animals, as may be further defined in or supplemented by rules and regulations adopted by the Board. Pets may be kept on a Lot, *if* the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or residents in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and

Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. No unattended Pets shall be allowed to roam outside on the Patio Area, patio, balcony, or Common Area, or tied/chained to the same. When on the Common Area, Pets must be on a leash and under control. Feces left by Pets upon the Common Area must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any patio, balcony, or Patio Area in the Project. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

9.4 Signs and Advertising. Signs for the promotion of the sale or rental of a property should be professionally lettered "For Sale" or "For Rent" and there should be only one sign in front of the property in question. There can also be one sign, also professionally lettered, to be placed at the street entrance to the townhomes. There can also be one sign, professionally lettered, to be placed in the second floor window of the unit. No signs or advertising devices of any nature shall be erected or maintained on any part of the Project without the prior written consent of the Board. The Board shall permit the placing of at least one sign of reasonable size and dignified form to identify the Project and the Lots herein. This provision is not meant to prohibit signs intended to impact the outcome of an election or ballot item. However, signs intended to impact the outcome of an election or ballot item must be displayed in accordance with the Association's rules and regulations.

9.5 Antennas. Without prior written approval of the Association, no exterior television, radio, or other communication antennas or aerials of any type shall be placed, allowed or maintained upon any portion of the Project, unless where protected under the Over-the-Air Reception Devices ("OTARD") rule

adopted by the Federal Communications Commission concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or (MMDS), and television broadcast stations ("TVBS").

9.6 Restrictions on Vehicles. No trucks, commercial vehicles, trailers, mobile homes or detached camper units shall be kept, stored or maintained upon the Common Area, and the same shall not be kept, stored or maintained upon any Lot in such manner that such vehicle is visible from neighboring Lots, the Common Area or any road. For the purposes of this Section, a one-ton or smaller vehicle, commonly known as a pick-up truck or van, shall not be deemed to be a "truck" or "commercial vehicle". Boats or similar watercraft and/or recreation vehicles shall not be kept, stored or maintained upon the Common Area.

Parking of all vehicles shall be subject to the rules and regulations as may be promulgated and adopted by the Association.

The provisions of this Section shall neither apply to temporary construction shelters, facilities or equipment maintained during and used exclusively in connection with the construction and maintenance of any Residences or other improvements permitted by this Declaration, nor to emergency vehicles as defined by Colorado law.

9.6.1 Towing. Non-compliance with the above will result in towing of the vehicle at the Owner's expense after approval by two-thirds (2/3) vote of the Board. Before the Association may exercise its rights, the Board must provide the Owner with a reasonable opportunity to be heard.

9.7 No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the Project, nor shall anything be done or placed on or in any part of the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the Project and no improvements

shall be made or constructed on any part of the Project which are or might be unsafe or hazardous to any Person or property. No sound shall be emitted on any part of the Project which is unreasonably loud or annoying. No odor shall be emitted on any part of the Project which is noxious or offensive to others. No light shall be emitted from any Lot or Residence which is abnormally bright or causes unreasonable glare. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells, or other light or sound devices shall be located or used on any portion of the Project, except with the prior written approval of the Board of Directors on behalf of the Association.

9.8 Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, Common Area, or on any Lot unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All containers and equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. No garbage cans, trash cans, or receptacles shall be maintained in an exposed or unsightly manner. If trash removal is a service offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

9.9 Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits or the like. The Board or Architectural Review Committee, or the designated representative of either, may, upon prior notice to an Owner, remove any rubbish, trash, garbage or other refuse from Owner's Lot and upon such Owner's failure to so remove, at the sole expense of the Owner of such lot. Such entry shall not be deemed to be a trespass upon a Lot.

9.10 Lots to be Maintained. Each lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be

permitted to remain exposed upon any Lots so that the same are visible from any neighboring Lot or street, except as necessary during the period of construction.

9.11 Drainage. All Owners shall not modify any drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property, provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefore from the Board or the Architectural Review Committee. Any Owner who in any way materially modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

9.12 Leasing of Units. The Owner of a Lot shall have the right to lease his Lot under the following conditions:

(a) All leases or rental agreements shall be in writing,

(b) All leases shall provide that the terms of lease, and the lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, to the provisions of the Articles of Incorporation and Bylaws of the Association and any rules and regulations as may be promulgated by the Association and that any failure by the lessee to comply therewith shall be a default under the lease;

(c) No Owner may lease his Lot for transient or hotel purposes;

(d) Short term occupancies and leases less than six (6) months shall be prohibited unless written approval of the Board is obtained.

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

(f) Owners are required to provide tenants with copies of the current Declaration and any rules and regulations of the Association

(g) All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with

the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the rules and regulations of the Association. The Association shall have the right to commence eviction proceedings if the Owner does not proceed with the eviction of the tenants within 30 days of notice by the Association. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

9.13 No violation of Law. No Owner and no Owner's Guests shall do anything or cause anything to be done or to be kept in or on the Project which would be immoral, improper, offensive or in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

9.14 Temporary Structures. An "out building" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure; such as, but not limited to, temporary house, mobile home, trailer, tent, shed, or garage, shall be placed or erected upon any Lot. However, during the actual reconstruction or alteration of a structure on any Lot, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work, if approved in writing by the Board. The work of reconstructing, altering, or remodeling any structure on any part of the Lot shall be prosecuted diligently from commencement thereof until the completion thereof.

9.15 Lots Not to be Subdivided. No Lot or Lots shall be subdivided. Not less than one entire Lot, as conveyed, shall be used as a building site.

9.16 Underground Electrical Lines. All electrical, television, radio, and telephone line installations and connections from any property line of a Lot to a Residence or other structures shall be placed underground, except that during reconstruction of a Residence the contractor or builder may install a temporary

overhead utility line which shall be promptly removed upon completion of construction.

9.17 Height Restrictions. No structure shall be erected or maintained on any Lot which is in excess of forty (40) feet in height. Height shall be the vertical distance of the structure measured from the lowest point of the finished grade on the Lot adjacent to the foundation of the structure to the uppermost point of the structure. Chimneys shall be excluded in determining the height of a structure.

9.18 Clotheslines and Storage. No clotheslines or storage: such as, but not limited to dog runs, drying yards, service yards, wood piles, or equipment shall be so located on any Lot as to be visible from street and/or public view and/or from Common Area.

9.19 Repair. No activity, such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, boats, may be performed on any Lot unless it is done within completely enclosed structures located on the Lot which screen the sight and sound of the activity from the street and from adjoining property nor shall any such activity be performed on the Common Area. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle together with those activities normally incident and necessary to such washing and polishing.

9.20 Tanks. No tanks of any kind, either elevated or buried, except standard propane gas barbeque tanks, shall be erected, placed, or permitted upon any Lot or in any Residence.

9.21 Determination of Violations of Chapter IX. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this Chapter IX shall be made by the Board of Directors and shall be final.

9.22 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, rules and regulations concerning and governing the Project or any portion thereof may be adopted, amended, or repealed from

time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

9.23 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the rules and regulations of the Association, as amended.

9.24 Use of the Words Trappers Glen Townhomes and The Trappers Glen Townhomes Association, Inc. No resident or Owner shall use the words Trappers Glen Townhomes or The Trappers Glen Townhomes Association, Inc. or the logo of the Project or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

CHAPTER X

PARTY WALLS

10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Chapter X, the general rules of law in Colorado regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply to all Party Walls.

10.2 Party Wall Easements. Mutual reciprocal easements are hereby established, declared and granted for all Party Walls between Residences constructed or to be constructed on Lots, which reciprocal easements shall be for the mutual support of the Residences, and for the maintenance, repair and rebuilding of the Party Walls, which easements shall be for the benefit of the Party Wall Owners thereof and shall be governed by this Declaration.

10.3 Repair and Maintenance. The cost of the reasonable repair and maintenance of a Party Wall shall be shared by each Party Wall Owner thereof in proportion to such Owner's proportionate use of the Party Wall. The proportionate use of a Party Wall by its Party Wall Owners shall be based on the respective length of such Party Wall which is then used to enclose the Residence located on each Lot.

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

10.5 Negligence. Notwithstanding any other provision of this Chapter X, any Party Wall Owner who by his own negligence or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of repairing the

damages caused thereby and furnishing the necessary protection against such elements.

10.6 Right to Contribution. The right of any Party Wall Owner to contribution from any other Party Wall Owner under this Chapter X shall be appurtenant to his Lot and shall pass to such Owner's successors in title.

10.7 Arbitration. In the event any dispute arises concerning a Party Wall or concerning the provision of this Chapter X, such dispute shall be decided by binding arbitration. Each Party Wall Owner shall choose one arbitrator, and such arbitrator shall mutually choose one additional arbitrator and the decision of a majority of such arbitrators shall be binding upon such Owners.

CHAPTER XI
INSURANCE

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

11.1.1 All policies of insurance, to the extent obtainable, shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be cancelled or modified without at least forty-five (45) days prior written notice to all Owners, First Mortgagees and the Association.

11.1.2 If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all First Mortgagees at least ten (10) days prior to expiration of then current policies.

11.1.3 All casualty insurance shall be carried in blanket form naming the Association, the Board, the Managing Agent, the officers of the Association, and Owners as insureds.

11.1.4 Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions of this Chapter XI, the board or Managing Agent shall obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Common Area, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this Chapter XI. In no event shall any casualty insurance policy contain a co-insurance clause for less

than one hundred percent (100%) of the full replacement cost. Determination of maximum replacement value shall be made annually by one or more written appraisals to be furnished by a person knowledgeable of replacement cost, and each copy thereof within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be contemporized annually in accordance with their currently determined maximum replacement value.

11.1.5 Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by Owners. All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

11.1.6 All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach or warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

11.2 Hazard Insurance on Common Area. The Association shall obtain hazard insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, covering all insurable improvements on the Common Area and the other property of the Association. All policies shall contain a standard non-contributory mortgage clause in favor of each First Mortgagee, which shall provide that the loss, if any

thereunder, shall be payable to the Association for the use and benefit of such First Mortgagees and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of the County of Jefferson, Colorado. The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent 100% of the replacement value of all facilities in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as may be permitted by this Chapter.

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

11.3 Liability and Property Damage Insurance. The Association shall obtain an adequate comprehensive policy of public liability and property damage insurance covering all of the Common Area and all Perimeter and Patio Fences, including structural coverage of the Residences, in such limits as the Board or Managing Agent may from time to time determine, but not in any amount less than One Million Dollars ($1,000,000.00) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project. All liability insurance shall name the Association, the Board, the Managing Agent, the officers of the Association, and the Owners as insureds thereunder. If there are steam boilers in operation on the Project, there must be in force boiler explosion insurance providing for not less than One Hundred Thousand Dollars ($100,000.00) per accident per location.

11.3.1 Public liability and property damage insurance covering activities within the Lots and Residences shall be the responsibility of the Owners thereof and at their expense.

11.4 Fidelity Insurance. The Associating shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association without compensation. The clause "officers, directors, trustees and employees" shall not include any officer, director, agent or employee of any independent, professional manager or Managing Agent heretofore or hereafter employed by the Association. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in control of the Association, its officers, directors, trustees, and employees. If the Association retains a Managing Agent, the Managing Agent shall be required to provide such fidelity insurance covering itself and its employees and naming the Association as the loss payee.

11.5 Workers' Compensation and Employer's Liability Insurance. The Association shall obtain workers' compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

11.6 Officers' and Directors' Personal Liability Insurance. The Association shall obtain officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association. Neither the term "officers" nor the term "directors" shall include any officer, director, employee or agent of any professional manager or Managing Agent heretofore or hereafter employed by the Association.

11.7 Insurance on Residences. Upon the approval of at least one-half (1/2) of the votes of the Owners, the Association shall have the right to obtain from an insurance carrier insurance on all of the Residences in the form of a "master" or "blanket' policy of property insurance insuring all of the Residences, which shall include any permanent fixtures or equipment within a Residence which are normally financed under a First Mortgage to the level of the original

construction. The Association's insurance policy shall exclude improvements and betterments made by Owners subsequent to the original construction and shall exclude the finished surfaces of perimeter and partition walls, floors, and ceilings within the Units (i.e. paint, wallpaper, paneling, other wall coverings and window coverings, tile, carpet and any other floor covering, furniture, furnishings, counter tops, cabinets, lighting fixtures, bathroom or kitchen sinks, bathtubs or commodes or personal property owned by the Owner. In addition to such master or blanket policy, if such exists, an Owner (at such Owner's sole expense) shall have the right to obtain additional hazard insurance insuring only such Owner's residence, including any fixtures and equipment located therein. Notwithstanding anything to the contrary in this Declaration, the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in payment of Assessments owed to the Association under this Declaration hereof, then the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

11.8 Insurance Obtained By Owners. Each Owner shall be responsible for maintaining insurance which covers his/her Lot to the extent not covered by policies maintained by the Association. Such insurance shall include, but may not be limited to furnishings and personal or other property in the Residence and liability insurance for injury, death or damage in the Residence or upon the Lot. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

11.9 Insurance Deductibles. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party or party who

committed a willful act or omission shall be responsible for the deductible. If the loss affects more than one Lot or a Lot and the Common Areas, the cost of the deductible may be apportioned equitable by the Board among the parties suffering loss in proportion to the total cost of repair, subject to the above standard regarding negligence and willful conduct. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Lot separately or to each occurrence, each Lot Owner shall be responsible for paying the deductible pertaining to his or her Lot, if any, subject to the above standard regarding negligence and willful conduct. If any Owner or Owners fail to pay the deductible when required under this Section, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Chapter VI of this Declaration

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

11.11 Insurance Premium. Except as otherwise set forth in this Chapter XI, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual assessments levied by the Association.

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

11.13 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by these persons.

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

11.15 Duty to Repair. Any portion of the Property for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner, accordingly.

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

11.17 Association as Attorney-in-Fact. Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to this Chapter upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration. Acceptance by a grantee of a deed or other instrument of conveyance conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted

to the Association as attorney-in-fact. Furthermore, if so requested, an Owner shall execute a separate instrument specifically setting forth this appointment.

CHAPTER XII

DAMAGE OR DESTRUCTION TO THE COMMON AREA

12.1 Damage or Destruction to the Common Area. Damage and Destruction to the Common Area is covered by the statutory provisions and requirements set forth in the Colorado Common Interest Ownership Act. Any and all such issues shall be resolved in accordance with the Colorado Common Interest Ownership Act.

12.1.1 Refer to sections 11.2 and 11.3 of the revised and restated Declaration of Covenants, Conditions and Restrictions found in Chapter XI-Insurance.

CHAPTER XIII
ANNEXATIONS

13.1 Annexation by Association. Additional residential property and Common Area may be annexed to the Property by the Association with the consent of fifty (50%) of votes of all the owners.

13.2 Additions of Common Area. Annexations to this Declaration pursuant to this Chapter XIII may contain new additions to the Common Area and may increase the number of members of the Association. Notwithstanding any such annexation, each such Owner (regardless of whether such Owner is the Owner of a lot contained with the Property described herein or is the Owner of a Lot contained in an annexation) shall remain fully liable in accordance with Chapter VI hereof with respect to his obligation for the payment of the Association assessments, including assessments applicable to such new Common Area.

13.3 Development of the Community—Supplemental Declarations.

Before any of the rights addressed in Sections (13.1) and (13.2) are exercised by the Association, a Supplemental Declaration must be authorized by the board of Directors and recorded, which may supplement the covenants, conditions and restrictions contained in this Declaration. Upon recordation of a Supplemental Declaration, all of the Property shall be subject to or not longer bound by all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, as amended or supplemented by a Supplemental Declaration, as applicable.

Supplemental Declarations may include the following: (a) the Supplemental Declaration may be executed and acknowledged by the Association (acting through the Board of Directors) or by the Owner or Owners of a Lot covered by the Supplemental Declaration; (b) the Supplemental Declaration must contain the executed and acknowledged written consent of authorized officers of the Association; (c) the Supplemental Declaration may contain a legal description of

the property subject thereto; (d) the Supplemental Declaration may contain a reference to this Declaration; and (e) Supplemental Declarations may impose, on the portion of the Property effected thereby, or any existing portion of the Community, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions in addition to those set forth in this Declaration, taking into account the unique and particular aspects of the property covered thereby.

CHAPTER XIV
MISCELLANEOUS

14.1 Term of Declaration. The covenants, restrictions, and other provisions of this Declaration shall run with and bind the land in perpetuity.

14.2 Amendment and Termination of Declaration.

14.2.1 Any provision contained in this Declaration may be amended, or additional provisions may be added to this Declaration, by the recording of a written instrument or instruments specifying the amendment or addition executed by not less than fifty-one percent (51%) of the Owners or their authorized agent(s), as shown by the records in the office of the Clerk and Recorder of the County of Jefferson, Colorado.

14.2.2 This Declaration and the Project may be terminated or revoked by the recording of a written instrument specifying the fact of the termination and/or revocation, executed by not less than sixty-seven (67%) of the Owners, as shown by the records in the office of the Clerk and Recorder of the County of Jefferson, Colorado.

14.3 Covenants Run With Property. The benefits, burdens and other provisions contained in this Declaration shall be covenants running with and binding upon the Property and upon each Lot.

14.4 Covenants Binding Upon and Inure to Successors. The benefits, burdens and other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Association and all Owners and upon and to their respective heirs, executors, administrators, personal representatives, successors and assigns.

14.5 Non-Waiver. Forbearance of failure by the Association or any Owner to enforce any covenant, condition, restriction, easement, reservation, right-of-way or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

14.6 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any other provisions, which other provisions shall remain in full force and effect.

14.7 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

14.8 Captions. The captions to the Chapters and Sections and Table of Contents at the beginning of this Declaration are inserted herein only as a matter of convenience and for reference and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision hereof.

14.9 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or Bylaws of the Association, the Articles and Bylaws shall control. In case of conflict in the provisions in the Articles of Incorporation and Bylaws of the Association, the Articles shall control.

PROVISION I

Attorney Fees: If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Project, the court shall award to the

party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Lot.

PROVISION II

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

PROVISION III

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

The undersigned, being the President and the Secretary of The Trappers Glen Townhomes Association, Inc., hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from at least 67% of the Owners and from at least 75% of the First Mortgagees, as evidenced by written instruments filed with the records of the Association, or alternatively, has obtained court approval of this Declaration pursuant to the provisions of the Act, Section 217(7). Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

THE TRAPPERS GLEN TOWNHOMES ASSOCIATION, INC.,
a Colorado nonprofit corporation

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By: _____
President

ATTEST:

By: _____
Secretary

Date: April 22, 2009

THE TRAPPERS GLEN TOWNHOMES ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: _____

President

ATTEST:

By: Vicki A. Eastman

Secretary

Date: _____

Exhibits

RECEPTION NO. 84100024
10/25/84 08:45 171.00
RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO

TRAPPERS GLEN TOWNHOMES

EXHIBIT 1

Property:

A parcel of land located in the South-half of the Southeast Quarter of Section 8, Township 5 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of TRAPPERS GLEN QUADRAPLEXES, a plat on file and recorded in the office of the Jefferson County Clerk and Recorder at Reception No. 80023758, said point being on the Northerly Right-of-Way line of West Chenango Drive; thence along said Northerly Right-of-Way line, along the South line of said TRAPPERS GLEN QUADRAPLEXES, along the arc of a curve to the right whose central angle is 15°25'17", whose radius is 1476.10 feet, and whose chord bears S80°27'90"W, an arc distrance of 397.30 feet; thence N02°47'25"W, departing said Northerly Right-of-Way of West Chenango Drive and the Southerly line of said TRAPPERS GLEN QUADRAPLEXES, a distance of 85.35 feet to a point on a curve; thence along the arc of a curve to the right whose central angle is 00°47'30", whose radius is 1017.10 feet, and whose chord bears S87°36'20"W, an arc distance of 14.05 feet to a point of tangency; thence S88°00'05"W, a distance of 15.28 feet to a point of curvature; thence along the arc of a curve to the right whose central angle is 02°47'58", whose radius is 847.04 feet, and whose chord bears S89°24'04"W, an arc distance of 41.39 feet; thence N00°48'03"E, a distance of 46.00 feet; thence N08°23'52"E, a distance of 99.38 feet; thence N03°19'24"E, a distance of 150.66 feet to a point on the North line of said TRAPPERS GLEN QUADRAPLEXES; thence the following 3 courses and distances along the North and East lines of said TRAPPERS GLEN QUADRAPLEXES:

1) N89°29'40"E, a distance of 328.20 feet;
2) S24°30'36"E, a distance of 115.97 feet;
3) S17°15'36"E, a distance of 220.00 feet;

to the POINT OF BEGINNING containing 3.25 acres more or less.

RECEPTION NO. 84100024
10/25/84 08:45 1/1.
RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO

TRAPPERS GLEN TOWNHOMES

EXHIBIT 2

Common Area:

A parcel of land located in the South-half of the Southeast Quarter of Section 8, Township 5 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of TRAPPERS GLEN QUADRAPLEXES, a plat on file and recorded in the office of the Jefferson County Clerk and Recorder at Reception No. 80023758, said point being on the Northerly Right-of-Way line of West Chenango Drive; thence along said Northerly Right-of-Way line, along the South line of said TRAPPERS GLEN QUADRAPLEXES, along the arc of a curve to the right whose central angle is 15°25'17", whose radius is 1476.10 feet, and whose chord bears S80°27'90"W, an arc distance of 397.30 feet; thence N02°47'25"W, departing said Northerly Right-of-Way of West Chenango Drive and the Southerly line of said TRAPPERS GLEN QUADRAPLEXES, a distance of 85.35 feet to a point on a curve; thence along the arc of a curve to the right whose central angle is 00°47'30", whose radius is 1017.01 feet, and whose chord bears S87°36'20"W, an arc distance of 14.05 feet to a point of tangency; thence S88°00'05"W, a distance of 15.28 feet to a point of curvature; thence along the arc of a curve to the right whose central angle is 2°47'58", whose radius is 847.04 feet, and whose chord bears S89°24'04"W, an arc distance of 41.39 feet; thence N00°48'03"E, a distance of 46.00 feet; thence N08°23'52"E, a distance of 99.38 feet; thence N03°19'24"E, a distance of 150.66 feet to a point on the North line of said TRAPPERS GLEN QUADRAPLEXES; thence the following 3 courses and distances along the North and East lines of said TRAPPERS GLEN QUADRAPLEXES:

1) N89°29'40"E, a distance of 328.20 feet;
2) S24°30'36"E, a distance of 115.97 feet;
3) S17°15'36"E, a distance of 220.00 feet;

to the POINT OF BEGINNING except Blocks 6, 7, 14, 15, 16, 22 and 23 of said TRAPPERS GLEN QUADRAPLEXES.

RECEPTION NO. 84100024
10/25/84 08:45 171.
RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO

TRAPPERS GLEN TOWNHOMES

EXHIBIT 3

Lots in Phase I:

Lots A, B, C and D, Block 6,
Lots A, B, C and D, Block 7,
Lots A, B, C and D, Block 14,
Lots A, B, C and D, Block 15,
Lots A, B, C and D, Block 16,
Lots A, B, C and D, Block 22,
Lots A, B, C and D, Block 23,

TRAPPERS GLEN QUADRAPLEXES,
Jefferson County, Colorado.

RECEPTION NO. 84100024
10/25/84 08:45 171.
RECORDED IN
COUNTY OF JEFFERSON
STATE OF COLORADO

TRAPPERS GLEN TOWNHOMES

EXHIBIT 4

Property Subject to Annexation:

A parcel of land located in the South-half of the Southeast Quarter of Section 8, Township 5 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the Southwest corner of TRAPPERS GLEN QUADRAPLEXES, a plat on file and recorded in the office of the Jefferson County Clerk and Recorder at Reception No. 80023758, said point also being located on the Northerly Right-of-Way of West Chenango Drive; thence the following 3 courses and distances along the west and north line of said TRAPPERS GLEN QUADRAPLEXES:

1) N24°04'09"W a distance of 99.00 feet;
2) along the arc of a curve to the right whose central angle is 38°53'12", whose radius is 454.52 feet, and whose chord bears N4°37'33"W, an arc distance of 308.48 feet;
3) N89°29'40"E, a distance of 707.13 feet;

thence S8°19'24"W, departing the North line of said TRAPPERS GLEN QUADRAPLEXES, a distance of 150.66 feet; thence S08°23'52"W, a distance of 99.38 feet; thence S00°48'03"W, a distance of 46.00 feet to a point on a curve; thence along the arc of a curve to the left whose central angle is 02°47'58", whose radius is 847.04 feet, and whose chord bears N89°24'04"E, an arc distance of 41.39 feet to a point of tangency; thence N88°00'05"E, a distance of 15.28 feet to a point of curvature; thence along the arc of a curve to the left whose central angle is 00°47'30", whose radius is 1017.01 feet and whose chord bears N87°36'20"E, an arc distance of 14.05 feet; thence S02°47'25"E, a distance of 85.35 feet to a point on the Northerly Right-of-Way line of West Chenango Drive and the South line of TRAPPERS GLEN QUADRAPLEXES; thence the following 3 courses and distances along the North Right-of-Way line of West Chenango Drive and the South line of said TRAPPERS GLEN QUADRAPLEXES:

1) along the arc of a curve to the right whose central angle is 03°46'10", whose radius is 1476.10 feet, and whose chord bears N89°57'14"W, an arc distance of 97.11 feet;

2) S88°04'09"E, a distance of 422.00 feet;

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10/25/84 08:45 171.00
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COUNTY OF JEFFERSON
STATE OF COLORADO

3) along the arc of a curve to the left whose central angle 26°00'00", whose radius is 395.03 feet, and whose chord bears S78°55'51"W, an arc distance of 179.26 feet

to the POINT OF BEGINNING containing 6.00 Acres more or less.