

DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS
FOR
TAYLOR MOUNTAIN RANCH AT BEAR DANCE

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THIS DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR Taylor Mountain Ranch at Bear Dance (this "Declaration") is made as of this ____ day of _____, 2003, by Taylor Land Co., LLLP, a Colorado limited liability limited partnership formerly known as "Taylor Land Co., Ltd.," whose address is 1670 Sinclaire Boulevard, Larkspur, Colorado 80118 (the "Declarant").

PREAMBLE

A. Declarant is the owner of certain real property located in Douglas County, Colorado, which is described in Exhibit A, attached hereto (the "Property").

ARTICLE 1. COVENANTS

Section 1.1. Purpose. The primary purpose of this Declaration is to protect and enhance the value, desirability, and attractiveness of the Property by creating a planned community known as Taylor Mountain Ranch at Bear Dance (the "Project"). There will be twelve (12) Lots in the Project, none of which will be subject to development rights. As a planned community having fewer than twenty (20) "units" that is not subject to development rights, the Project will be subject only to the requirements contained in Sections 38-33.3-105, 106, and 107 of the Colorado Common Interest Ownership Act (the "Act").

Section 1.2. Declaration. Declarant, for itself, its successors, and assigns, hereby (a) submits the Property, together with all improvements, appurtenances, and facilities, if any, relating to or located on the Property, now and in the future, to planned community ownership and use; (b) imposes upon the Property the covenants, conditions, restrictions, easements, reservations, rights of way and other provisions of this Declaration; and (c) declares that all of the Property shall be held, sold, conveyed, encumbered, used, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.3. Covenants Running with the Land. All provisions of this Declaration shall be covenants running with the land. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and inure to the benefit of Declarant, all Owners, and their respective heirs, executors, representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings set forth below, unless the context expressly requires otherwise:

Section 2.1. Accessory Structure. "Accessory Structure" means a detached garage, patio, swimming pool, spa, hot tub, gazebo and any other building or structure customarily used in connection with a Dwelling.

Section 2.2. Act. “Act” means the Colorado Common Interest Ownership Act, § 38-33.3-101, et seq., C.R.S. 1991, as amended.

Section 2.3. Allocated Interests. “Allocated Interests” means the interests in the Common Expenses and the votes allocated to the Lots herein. The Allocated Interests and formulas to establish them are set forth in Article 3.

Section 2.4. Architectural Standards. “Architectural Standards” means the rules and regulations adopted by the Board of Directors and implemented by the Committee in accordance with the provisions of Articles 8 and 9 of this Declaration.

Section 2.5. Assessment. An “Assessment” means the annual, special and default assessments which may be levied against Owners pursuant to this Declaration.

Section 2.6. Association. “Association” means the Taylor Mountain Ranch Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

Section 2.7. Board of Directors. “Board of Directors” means the governing body of the Association, as provided in the Articles of Incorporation and Bylaws of the Association, and this Declaration.

Section 2.8. Budget. “Budget” means a written, itemized estimate of the expenses (including any reserve funds) anticipated to be incurred, and the income anticipated to be received, by the Association, in performing its functions under this Declaration. The annual Budget shall be adopted by the Board of Directors in accordance with the provisions of Section 5.5.

Section 2.9. Bylaws. “Bylaws” means the Bylaws adopted by the Board of Directors for the management of the Association, as may be supplemented and amended from time to time.

Section 2.10. Committee. “Committee” means the Architectural Control Committee created in accordance with the provisions of Article 8 hereof.

Section 2.11. Common Elements. “Common Elements” means those portions of the Property in which the Association holds or owns a fee interest, an easement, or a leasehold interest, other than a Lot.

Section 2.12. Common Expenses. “Common Expenses” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including but not limited to the following items:

(a) expenses incurred for maintenance of roads (including snow removal), fences, entry gates, lights, signs, and other improvements located on the Common Elements, and supplying electricity to the same as necessary;

- (b) all expenses incurred by the Board and Committee, including telephone bills;
- (c) expenses of administration, insurance, operation, and management, repair, or replacement of the Common Elements as provided in this Declaration;
- (d) all sums lawfully assessed against the Lots by the Board of Directors;
- (e) expenses agreed upon as Common Expenses by the members of the Association; and
- (f) expenses paid pursuant to any Management Agreement.

Section 2.13. Conservation Easement. “Conservation Easement” means the easement affecting all Open Space Tracts and Golf Course Tracts in the Project given to the Board of County Commissioners of the County of Douglas, State of Colorado, via that certain Deed of Conservation Easement in Gross recorded on February 5, 2003, in the Records at Reception No. 2003015393.

Section 2.14. Costs of Enforcement. “Costs of Enforcement” means all fees, fines, late charges, interest, expenses, costs, attorney fees, and disbursements incurred by the Association in connection with the collection of annual, special, and default Assessments, or in connection with enforcement of the terms, conditions, and obligations of the Project Documents.

Section 2.15. Declarant. “Declarant” means Taylor Land Co., LLLP, a Colorado limited liability limited partnership formerly known as “Taylor Land Co., Ltd.,” its successors, and assigns.

Section 2.16. Declaration. “Declaration” means this Declaration of Protective Covenants and Easements for Taylor Mountain Ranch at Bear Dance, together with all supplements and amendments. “Declaration” includes the Survey and any other survey, map, or plat, if any, recorded with this Declaration or any amendments or supplements hereto without specific reference thereto.

Section 2.17. Driveway Easement. “Driveway Easement” means either of the two easements depicted on the Survey as “60’ Lot 1 Driveway Easement” and “60’ Lot 12 Driveway Easement,” respectively, which shall be owned and maintained by the Association as Limited Common Elements. The Driveway Easements may be used as permitted in this Declaration and the Conservation Easement.

Section 2.18. Dwelling. “Dwelling” means a detached single family home.

Section 2.19. Golf Course Tract. “Golf Course Tract” means a Tract depicted on the Survey as a “G.C. Tract” that is designated for use as a golf course. All Golf Course Tracts shall be owned and maintained by Southwest Greens of Colorado, LLC, a Colorado limited liability company d/b/a The Golf Club at Bear Dance.

Section 2.20. Limited Common Elements. “Limited Common Elements” are those portions of the Common Elements which are limited to and reserved for use in connection with one or more, but fewer than all, of the Lots. As of the date of this Declaration, the Limited Common Elements in the Project are the Driveway Easements.

Section 2.21. Lot. “Lot” means a parcel of land shown on the Survey in which a physical portion of the Project is designated for separate ownership or occupancy. The boundaries of each Lot are described on the Survey. Each Lot is designated by a separate number that identifies only one Lot in the Project, as more specifically set forth on the Survey.

Section 2.22. Management Agreement. “Management Agreement” means any contract or arrangement between the Association and a Managing Agent for the purpose of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Project.

Section 2.23. Managing Agent. “Managing Agent” means any Person employed or engaged as an independent contractor to perform management services on behalf of the Association.

Section 2.24. Occupant. “Occupant” means any member of an Owner’s family, or an Owner’s guest, invitee, servant, tenant, employee, or licensee who occupies a Lot for any period of time.

Section 2.25. Open Space Tract. “Open Space Tract” means a Tract depicted on the Survey as a “O.S. Tract” that is designated for use as open space. All Open Space Tracts shall be owned and maintained by the Association as Common Elements.

Section 2.26. Owner. “Owner” means Declarant and any other Person who holds record title to a Lot, but excluding any Person having a Security Interest in a Lot.

Section 2.27. Period of Declarant Control. “Period of Declarant Control” means the period described in Section 4.5 of this Declaration, during which Declarant may, at its option, appoint the officers and the members of the Board of Directors of the Association.

Section 2.28. Person. “Person” means a natural person or a corporation, partnership, limited liability company, trust or other entity capable of holding title to real property under Colorado law.

Section 2.29. Project Documents. “Project Documents” means the basic documents which create and govern the Project, including, without limitation, this Declaration, the Articles of Incorporation and Bylaws of the Association, and any Rules and Regulations relating to the Project, including the Architectural Standards.

Section 2.30. Project. “Project” means the planned community known as Taylor Mountain Ranch at Bear Dance.

Section 2.31. Property. “Property” means the real property described in Exhibit A.

Section 2.32. Purchaser. “Purchaser” means a Person, other than Declarant, who by means of a transfer, acquires legal or equitable title to a Lot, other than a leasehold estate of less than forty years, or a Security Interest.

Section 2.33. Records. “Records” means the real estate records located in the office of the Clerk and Recorder of Douglas County, Colorado.

Section 2.34. Roadway Tract. “Roadway Tract” means a Tract depicted on the Survey as an “R. Tract” that is designated for use as a roadway. The Roadway Tracts depicted on the Survey as R. Tracts 1 and 5 shall be owned by the Association as Common Elements. The Roadway Tract depicted on the Survey as R. Tract 4 is owned and maintained by Douglas County, Colorado.

Section 2.35. Rules and Regulations. “Rules and Regulations” means the rules and regulations promulgated by the Board of Directors for the management, safety, control, and orderly operation of the Project for the purpose of effectuating the intent of this Declaration and to enforce the obligations set forth in the Project Documents, as the same may be amended and supplemented from time to time.

Section 2.36. Security Interest. “Security Interest” means an interest in real property created by contract or conveyance that secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, security deed, contract for deed, sales contract, lease intended as security, assignment of leases or rents intended as security, or any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.37. Special Declarant Rights. “Special Declarant Rights” means those rights reserved by Declarant in Article 10 hereof.

Section 2.38. Survey. “Survey” means the Taylor Mountain Ranch at Bear Dance Exemption recorded in the Records on _____, 2003, at Reception No. _____, including any amendments and supplements thereto.

Section 2.39. Tract. “Tract” means a parcel of land shown on the Survey in which a physical portion of the Project is designated for use other than as a Lot. The boundaries of each Tract are described on the Survey

ARTICLE 3. ALLOCATED INTERESTS

Section 3.1. Allocation of Interests in Common Expenses. The Allocated Interest of each Lot in the Common Expenses shall be .083, or, when stated as a percentage of the whole, will be 8.3%, the total being deemed equal to 100% for purposes of this Declaration.

Section 3.2. Allocation of Voting Interests. Each Lot in the Project shall have one vote. Any specified percentage, portion or fraction of Owners, unless otherwise stated in the Project Documents, means the specified percentage, portion, or fraction of all the votes.

ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS

Section 4.1. The Association. The Association's Articles of Incorporation as a Colorado nonprofit corporation were filed on July 30, 2001. The Association shall have the duties, powers, and rights set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association. The affairs of the Association shall be managed by a Board of Directors. The Board of Directors may, by resolution, delegate portions of its authority to committees, officers, agents, and employees of the Association, but such delegation shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association.

Section 4.2. Association Membership. Every Owner shall be a member of the Association, and shall remain a member of the Association for the entire period of the Owner's ownership of a Lot. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 4.3. Voting Rights and Meetings. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Lots then existing within the Project. A meeting of the Association shall be held at least once each year.

Section 4.4. Transfer Information. Within ten days after the date of transfer, all Purchasers of Lots shall provide the Association with written notice of the Purchaser's name and address, the Lot purchased, the date of transfer, and the name of the Lot's former Owner.

Section 4.5. Period of Declarant Control. There shall be a Period of Declarant Control, during which Declarant, or Persons designated by Declarant, may appoint and remove (with, or without, cause) the Association officers and members of the Board of Directors. The Period of Declarant Control shall commence on the date of recording of this Declaration, and shall terminate on the date of closing of the sale of the last Lot owned by Declarant to any Purchaser.

Declarant may elect to surrender the right to appoint and remove the Association officers and members of the Board of Directors before termination of the Period of Declarant Control. Should Declarant so elect, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Board of Directors, as described in a recorded instrument executed on behalf of Declarant, be approved by Declarant in writing before they become effective.

Section 4.6. Required Election of Directors and Officers. After expiration of the Period of Declarant Control, the members of the Board of Directors shall be elected by the Owners. The Board of Directors shall elect the officers. The members of the Board of Directors and the officers shall take office upon election.

Section 4.7. Requirements at Termination of Period of Declarant Control. Upon termination of the Period of Declarant Control, Declarant shall deliver to the Association all property of the Association held by, or controlled by, Declarant.

ARTICLE 5. ASSOCIATION POWERS AND DUTIES

Section 5.1. Association Management Duties. Subject to the rights and obligations of Declarant and other Owners as set forth in this Declaration, the Association shall be exclusively responsible for the administration and operation of the Project. The Association shall also be responsible for the exclusive management, control, maintenance, repair, replacement and improvement of the Common Elements, and shall keep the same in good, clean, attractive and sanitary condition, order and repair; provided, however, that the Association shall have no obligation to maintain, repair, replace or improve the Roadway Tract depicted on the Survey as R. Tract 5. The expenses, costs and fees for such management, control, operation, maintenance, repair, replacement, and improvement shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the Association to pay such expenses, costs and fees. The Association shall establish and maintain, from the installments of annual Assessments, an adequate reserve account for maintenance, repair or replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures and reserves that will be the basis for collection of Assessments for Common Expenses from Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Owner and such Owner's authorized agents.

Section 5.2. Recorded Easements, Licenses, Covenants, Etc. In addition to the Conservation Easement, the Property and this Declaration shall be subject to the easements, licenses, covenants, and other matters set forth on the attached Exhibit B.

Section 5.3. Association Powers. The Association has been formed to further the common interests of the Owners. The Association, acting through its Board of Directors, or persons to whom said Board of Directors has delegated such powers, shall have the duties and powers set forth in the Project Documents, as well as the power to do anything that may be necessary or desirable to further the common interests of the Owners to improve and enhance the attractiveness and desirability of the Project.

Section 5.4. Actions by Board of Directors. Except as otherwise provided in this Declaration or the Bylaws, the Board of Directors may act in all instances on behalf of the Association; provided however, the Board of Directors may not act on behalf of the Association to terminate the Project, elect the members of the Board of Directors, or determine the qualifications, powers, and duties, or terms of office of members of the Board of Directors. After termination of the Period of Declarant Control, the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

Section 5.5. Annual Budgets. The Board of Directors shall adopt, prior to the commencement of each calendar year, a budget for such calendar year (the "Budget"). The Budget shall show, in reasonable detail, the categories of expenses and shall reflect any expected income of the Association for the coming calendar year and any expected surplus from the prior year. The Budget may include an amount for contingencies.

Section 5.6. Payments to Working Capital. Declarant will establish an Association working capital fund to meet unforeseen expenditures and purchase additional equipment or services. The Association may collect from the Purchaser, at the time of the closing of sale of each Lot by Declarant, an amount equal to two monthly installments of the annual Assessments against such Lot, based on the Association's budget in effect at the time of the sale. Such payments to this fund shall not be considered advance payments of annual Assessments and shall not be refundable by the Association to the Purchaser. Amounts contributed to the working capital fund shall be used only for the Association's purposes.

ARTICLE 6. ASSESSMENTS

Section 6.1. Initial Annual Assessments. Until the first Association Budget is adopted by the Board, there will be no Assessments levied against any Lot in the Project. After an Assessment has been made by the Association, Assessments shall be made no less frequently than annually, and shall be based upon a budget adopted by the Board in accordance with the provisions of Section 5.5.

Section 6.2. Annual Assessments. The Association shall levy annual Assessments to pay the Common Expenses. The failure by the Board of Directors to levy an annual Assessment for any year shall not be a release of such Assessment for that or any subsequent year. In the event of such a failure, the annual Assessment for the immediately preceding year shall continue in effect until a new amount has been established as provided in this Declaration. Any surplus funds of the Association remaining after payment of or provision for Common Expenses may be retained by the Association as reserves, or may be refunded to the Owners, in the sole discretion of the Board of Directors.

Section 6.3. Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Lots in proportion to their Allocated Interests in the Common Expenses, subject to (a) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements, if any, which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Lots to which specific Limited Common Elements are allocated; (b) any increased cost of insurance based upon risk which shall be assessed to the Lots in proportion to the risk; and (c) any Common Expense caused by the misconduct of any Owners, which may be assessed equally or on such other equitable basis as the Board of Directors shall determine against the Lots owned by such Owners. All such allocations of Common Expenses to Lots on a basis other than the Lots' Allocated Interest in the Common Expenses shall be made at the sole discretion of the Board of Directors.

Section 6.4. Special Assessments. In addition to the annual Assessments, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolition, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Lots in accordance with the provisions of Section 6.2.

Section 6.5. Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the annual Assessments and any special Assessments that are to be paid in installments shall be paid in monthly installments, in advance, and shall be due and payable to the Association at its office, or as the Board of Directors may otherwise direct, without notice (except for the initial notice of the annual and any special Assessment), on the first day of each month. Any such installment, or any default Assessment levied pursuant to Section 6.6, that is not be paid within fifteen (15) days after it has become due and payable shall be subject to a late charge of five percent (5%) of the delinquent amount, or such other late charge as may be adopted from time to time by the Board of Directors and made part of the Rules and Regulations. Such delinquent amount shall also bear default interest from the due date until paid at the rate of fifteen percent (15%) per annum, or at such or such other rate as may be adopted from time to time by the Board of Directors and made part of the Rules and Regulations.

Section 6.6. Default Assessments. The Association may, subject to the provisions of this Declaration, levy a default Assessment against an Owner for the amount of any expense incurred by the Association to remedy or otherwise address any failure of the Owner or an Occupant of the Owner's Lot to comply with the Project Documents. All Costs of Enforcement assessed against a Lot pursuant to the Project Documents, or any expense of the Association that is the obligation of an Owner pursuant to the Project Documents shall be levied as a default Assessment against the Owner's Lot. Notice of the amount and demand for payment of such default Assessment shall be sent to the owner prior to enforcing any remedies for nonpayment hereunder.

Section 6.7. Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct, and personal debt and obligation of the Owner against whom the same is assessed. In the event of a default in any payment of any Assessment, the Board of Directors may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing a foreclosure of lien as hereinafter provided.

Section 6.8. Lawsuit to Enforce Assessments. The Board of Directors may bring a suit at law to enforce any Assessment. Any judgment rendered in such action shall include any late charge, interest, and other Costs of Enforcement, including reasonable attorney fees, in an amount a court may determine, against the defaulting Owner.

Section 6.9. Lien to Enforce Assessments. The annual, special, and default Assessments (including installments of annual Assessments or of special Assessments payable in installments) arising under the provisions of this Declaration shall be burdens running with, and a perpetual lien in favor of the Association upon, the Lot to which such Assessments apply. The recording of this Declaration in the Records constitutes record notice and perfection of the lien and no further recording of any claim of lien for Assessments is required. To further evidence such lien upon a specific Lot, however, the Association may prepare a written lien notice (the "Lien Notice") setting forth the description of the Lot, the amount of Assessments on the Lot that are unpaid as of the date of such Lien Notice, the name of the Owner or Owners of the Lot, and any and all other information that the Association may deem proper. The Lien Notice shall be signed by a member of the Board of Directors, an officer of the Association, the Managing Agent or an attorney for the Association and shall be recorded in the Records. A Lien Notice shall not constitute a condition precedent to or delay the attachment or the enforcement of the lien.

Section 6.10. Purchaser's Liability for Assessments. The Purchaser of a Lot shall take subject to the Association's lien securing any unpaid Assessments or installments thereof, and shall be personally liable for all Assessments made after such Purchaser became an Owner.

Section 6.11. No Offsets. No offsets or reduction of any Assessment levied by the Association shall be permitted for any reason, including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

ARTICLE 7. EASEMENTS

Section 7.1. Blanket Easement in Favor of Association. Declarant hereby grants to the Association, its successors, and assigns, perpetual and non-exclusive easements over the Lots as may be necessary and appropriate for the Association to perform its duties and functions under this Declaration.

Section 7.2. Easement of Enjoyment. Each Owner is hereby granted a non-exclusive easement over, across and through the Common Elements to the extent required for convenient access to such Owner's Lot, and for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Lot. Such easement shall be subject to the Conservation Easement and the other easements and restrictions set forth in this Article and elsewhere in this Declaration.

Section 7.3. Recorded Easements, Licenses, Covenants, Etc. In addition to the Conservation Easement, the Property and this Declaration shall be subject to the easements, licenses, covenants, and other matters set forth on the attached Exhibit B, and all other instruments of record.

Section 7.4. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter

upon the Project in the proper performance of their duties, subject to applicable legal prerequisites, if any, to entry into any Lot.

Section 7.5. Maintenance Easement. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees and contractors upon, across, over, in and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 7.6. Driveway Easements. The Driveway Easements are hereby granted to the Association as Limited Common Elements. The Driveway Easement depicted on the survey as "60' Lot 1 Driveway Easement" is hereby limited to and reserved for use by the Owners and Occupants of Lot 1, and the Driveway Easement depicted on the Survey as the "60' Lot 12 Driveway Easement" is hereby limited to and reserved for use by the Owners and Occupants of Lot 12.

Section 7.7. Declarant's Easements over Common Elements.

(a) Declarant hereby reserves for itself, its successors and assigns a general easement over, across, through and under the Common Elements to (i) discharge Declarant's obligations under this Declaration; (ii) exercise any of Declarant's rights under this Declaration; and (iii) make improvements to the Project.

(b) Declarant hereby reserves for itself, its successors and assigns, the right to grant from time to time utility and other easements, permits and licenses over, across, through and under the Common Elements as Declarant deems to be in the best interests of the Project.

Section 7.8. Utilities. Declarant hereby grants, sells, and conveys to public utility providers and cable communications systems a 10' easement along all side yard Lot lines for the installation, maintenance, and replacement of utility lines and related facilities.

ARTICLE 8. ARCHITECTURAL CONTROL

Section 8.1. The Committee. The Committee shall consist of at least three (3) members who shall be appointed by Declarant until Declarant (a) relinquishes the right to appoint such members, (b) is dissolved, or (c) fails to appoint a member to fill a vacancy on the Committee for more than thirty (30) after the occurrence of such vacancy. Thereafter, the member of the Committee shall be appointed by the Board of Directors. The members of the Committee may, but need not be, Owners. The purpose of the Committee shall be to implement the provisions of Articles 8 and 9 of this Declaration and the Architectural Standards on behalf of the Association. For that purpose, the Committee shall have power to make determinations concerning all proposed improvements within the Project in accordance with the Architectural Standards.

Section 8.2. Architectural Control. The Committee shall review, study, and approve or reject proposed improvements upon the Lots subject to the covenants and restrictions of this Declaration, and in accordance with the Architectural Standards.

A. Architectural Standards. The Board shall adopt rules and regulations to interpret and implement the provisions of this Article and of Article 9. These rules and regulations shall be known as the "Architectural Standards," and shall not be inconsistent with this Declaration, but shall more specifically define and described the design standards for the Project. The Architectural Standards shall contain, at a minimum, the following:

(i) Detailed procedures an Owner is to follow when submitting plans and specifications to the Committee for approval.

(ii) Guidelines that clarify the types of designs and materials that will be considered in compliance with the Architectural Standards.

B. Approval Required. No Dwelling, Accessory Structure, fence, or other improvement of any kind shall be constructed, erected or maintained, nor shall any building exterior addition, change or alteration be made, nor shall any vegetation be altered or destroyed, nor shall any landscaping be performed on any Lot until satisfactory and complete plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee. No existing trees or oak brush may be removed or destroyed without prior approval of the Committee. Approval of the Committee is in addition to and not in lieu of compliance with the building code and all other applicable requirements of Douglas County.

C. General Criteria. In deciding whether to approve such plans and specifications, it shall be the objective of the Committee to make certain that no improvements will impair the aesthetic and monetary values of the Project. The Committee shall consider all factors relating to the quality of improvements and the compatibility and harmony of the improvements with the environment, including but not limited to: the location of the improvements on the Lots; color scheme, materials, design, proportions, shape, height and style of the improvements; the impact of any proposed improvement on the natural surroundings; and the timely and orderly completion of all improvements.

D. Powers of the Committee. The Committee shall have the authority to reasonably require an Owner to hire professional architectural or home design advisors and professional engineering advisors to develop and coordinate plans and specifications for the construction of improvements on a Lot. The Committee shall have the authority to prevent an Owner from occupying or allowing the occupancy of any building on a Lot until all requirements of the Architectural Standards have been satisfied. In addition, the Committee shall be entitled to charge

a reasonable review fee and to require an Owner to pay the cost of any reasonable consulting fees paid to an architect or engineer hired by the Committee to evaluate the Owner's plan.

E. No Liability. Neither the Association, the Board of Directors, the Committee, nor any member or agent thereof shall be responsible in any way for any faults or defects in any plans or specifications submitted, revised or approved in accordance with these provisions or in accordance with the Architectural Standards, nor for any structural or other defects in any work done in accordance with such plans and specifications.

ARTICLE 9. RESTRICTIVE COVENANTS

Section 9.1. General. All construction, maintenance, change and alteration of Dwellings, Accessory Structures, fences, landscaping, and other improvements of any kind in the Project shall be completed in a workmanlike and safe manner complementary to the natural setting and surroundings.

Section 9.2. Compliance with Zoning and Other Laws. In the construction of any structure or use of any Lot, the Owner shall comply with all federal, state, and local laws and regulations, all of which are incorporated herein by this reference and may be enforced as part of this Declaration. Such laws and regulations shall include, without limitation, the notes and restrictions of the Survey, all applicable regulations of Douglas County, and similar laws and regulations. All construction must also conform to the regulations of Douglas County, which regulations may vary from the provisions of this Declaration.

Section 9.3. Dwellings.

- A. One Dwelling shall be permitted per Lot.
- B. Dwellings shall be kept in a state of good repair at all times.
- C. The use of house trailers and mobile homes as Dwellings is prohibited to the maximum extent permitted by law.
- D. One garage is required for each Dwelling, of sufficient size to accommodate not less than two full-size automobiles.

Section 9.4. Construction.

- A. All construction projects must proceed diligently, and the time from groundbreaking to completion of the construction of any home or outbuilding must not exceed one (1) year.

B. Certificates of occupancy must be obtained from the Douglas County Community Development Department - Building Division, prior to any Person using a building as a Dwelling.

Section 9.5. Rebuilding or Restoration. Any Dwelling or other building which is destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a natural appearing condition; such rebuilding or restoration shall be completed with reasonable promptness and in any event within twelve (12) months from the time the damage occurred.

Section 9.6. Limitations on Construction.

A. Construction Type. All construction shall be new. No previously used building or structure originally constructed as a mobile home or manufactured housing, may be placed on a Lot.

B. No Storage of Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction or alteration or improvement of a Dwelling or Accessory Structure.

Section 9.7. Accessory Structures. All exterior sides and roofs of such structures shall match the colors of sides and roofs of the Dwelling to which such structures are appurtenant.

Section 9.8. Temporary Structures. No temporary structures will be allowed; provided, however, that tents, sunshades, and weather shelters shall be permitted if they are erected for three days or less. This provision is intended to allow for parties, wedding receptions, family reunions, etc.

Section 9.9. Fencing. No Owner shall be permitted to fence any portion of his Lot, other than as follows:

A. Each Owner may erect a privacy fence around his Dwelling located up to fifty feet (50') from the front, back and side walls of such Dwelling; provided, however, that portions of the fence may be located in excess of fifty feet (50') from such walls to the extent necessary or convenient to facilitate a squaring-off of the fenced area.

B. Each Owner shall be permitted to install an entry gate restricting access to his Lot, with a fence that may extend a maximum of fifty feet (50') to either side of the centerline of the gated entryway.

C. Each Owner may fence construct a dog run on his Lot not to exceed three hundred sixty (360) square feet in area. All dog runs must be well screened and located so as not to be visible from any street.

The height, location, and material of all fences, dog runs, and other similar items must be approved by the Committee. Three-rail fences are encouraged, though not required. Wood, brick, stone and other natural materials are preferred as (but are not required to be) the primary fencing material. No chain link or similar wire or wire-mesh fencing, solid wood privacy fencing, or painted fencing shall be allowed; provided, however, that a dog run may be constructed of chain link fencing.

Section 9.10. Driveways.

A. All drives, driveways, and walks for vehicular or pedestrian ingress and egress shall be constructed of black asphalt, concrete (colored or uncolored), or mixed aggregate.

B. Excepting only the driveways constructed in the Driveway Easements, which will be maintained by the Association, the maintenance of driveways is the sole responsibility of the Owners.

C. Driveways must not block a natural drainage.

Section 9.11. Utility Installation. All utilities, except lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground.

Section 9.12. Solar Collectors. Solar collectors or other solar devices are permitted so long as they are designed and installed to blend in with the overall architecture or other improvements on the Lot. Any roof or wall-mounted solar collectors or solar devices must be built into the roof or wall, be flush with, and of the same pitch as, the adjacent portions of the building, and be architecturally compatible with the building to which they are affixed. Ground level freestanding solar collectors or devices will be permitted so long as they are designed or screened in a manner so as to be visually compatible with the buildings and landscaping on the Lot involved, and to not impact views from adjacent Lots or streets. Plans for any such solar collectors or other devices must be submitted to and approved by the Committee prior to installation.

Section 9.13. Mailboxes. Mailboxes will be installed in accordance with U.S. Post Office design specifications, and may be located on the boundary line between Lots or as required by the U.S. Post Office.

Section 9.14. Outdoor Clotheslines. No outdoor clothes-poles, clotheslines, or other facilities for the drying or airing of clothing or household goods shall be permitted.

Section 9.15. Antennae, Satellite Dishes, and Windmills.

A. To the maximum extent permitted by law, no aerial, antenna, satellite dish or other device for reception or transmission or radio or television or other electronic signal shall be maintained on the roof of any building.

B. Aerials, antennae, and satellite dishes less than twenty-eight (28) inches in diameter may be placed in inconspicuous locations other than the roof of a building provided that the plans for such structures are submitted to and approved by the Committee prior to installation.

C. No windmills, other than those existing on the date this Declaration is recorded, shall be permitted anywhere within the Project.

Section 9.16. Maintenance of Property. No property within the Project shall be permitted to fall into disrepair, and all of the property within the Project, including any improvements, structures and landscaping thereon, shall be kept in a good, clean, attractive and sanitary condition, order and repair. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of such Lot. Violation of this provision by an Owner shall permit the Association to enter upon the Owner's Lot to cure the violation and levy a default Assessment against such Lot for expenses incurred by the Association in accordance with the provisions of Section 6.6; provided, however, and notwithstanding any other provision of this Declaration to the contrary, that there shall be no entry into the interior of an Dwelling or other structure located on such Lot by the Association without the written consent of the Owner unless an emergency exists.

Section 9.17. Landscape Maintenance. In order to control pest, insect, weed, and fire dangers, and to prevent and remove nuisances, the Owners of any Lot, regardless of whether a structure has been constructed thereon, shall mow, cut, prune, clear, and remove from the premises all unsightly brush, weeds and other unsightly growth, and shall remove any trash which may collect or accumulate on the Lot. Violation of this provision by an Owner shall permit the Association to enter upon the Owner's Lot to cure the violation and levy a default Assessment against such Lot for expenses incurred by the Association in accordance with the provisions of Section 6.6.

Section 9.18. Maintenance Equipment. All maintenance equipment shall be stored in a garage or otherwise adequately screened so as not to be visible from neighboring Lots or adjoining streets.

Section 9.19. Property Use. No commercial use shall be made, or commercial activity conducted within, the Project, except upon prior written approval of the Association, except that any Owner may conduct a home occupation, business office, law office, medical practice, or other professional practice or home business, provided that there be no "walk-in" traffic or signs or advertising concerning such office, practice or business within the Project. The restriction contained

in this Section shall not apply to the maintenance of sales offices, management offices, etc., by Declarant in accordance with the provisions of Section 10.1.C.

Section 9.20. Animals. No animals, except domesticated birds or fish and other small domestic animals permanently confined, and a maximum of either two (2) dogs or two (2) cats or one (1) of each, shall be maintained in or on any Lot within the Project, and then only if kept as pets. No horses shall be permitted anywhere within the Project. No animals shall be kept, bred, or maintained within the Project for any commercial purposes. The Board of Directors may adopt reasonable Rules and Regulations which may regulate, restrict, or prohibit particular animals or animal related activities within the Project. Barking dogs and loose cats may harm wildlife and disturb the peace of the Project, and so are prohibited; the Board of Directors may require the immediate removal of any animal or pet which violates the terms of this Declaration or the rules or both.

Section 9.21. Vehicle Restrictions.

A. Trailers, Campers, Boats, and Other Vehicles. All boats, trailers, campers (on or off supporting vehicles), tractors, commercial vehicles, motor homes, house trailers, mobile homes, recreational vehicles, motorcycles, towed trailer units, and trucks, except pickup trucks used solely for private use of the residents of a Dwelling in the Project, must be garaged while in the Project. If any such vehicle is not removed from the Project or placed in a garage within three (3) days after notice is delivered to the Owner of the Lot on which the offending vehicle is parked, then Declarant, the Board of Directors, or both will have the right, but not the obligation, to enter the Lot in question and cause the offending vehicle to be towed. The owner of the offending vehicle will be liable for all expenses thereof, including, without limitation, reasonable attorney fees. Declarant and the Board of Directors will not be liable for any losses or damages to any Owner of the Lot, or the owner of the vehicle, on account of such removal, except for any such loss, cost, or damage caused by Declarant's, or the Board of Directors's, gross negligence or willful and wanton conduct.

B. No Parking on Roadway Tracts. No vehicles of any kind shall be parked on any of the Roadway Tracts. Any vehicles violating this paragraph B may be removed in accordance with the provisions of paragraph A of this Section.

C. Junk Vehicles. No stripped down, abandoned, unlicensed, partially wrecked, or inoperable motor vehicle, or part thereof, may be kept or stored anywhere on the Property except in a garage. Any vehicles violating this paragraph C may be removed in accordance with the provisions of paragraph A of this Section.

D. Vehicle Repair. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, machine, or device may be carried on within the Project except within a garage.

Section 9.22. Signs. No signs, billboards, poster boards, or advertising structure of any kind shall be erected or maintained for any purpose whatsoever except such signs as have been approved in writing by the Committee in accordance with the Association's Rules and Regulations. Notwithstanding the provisions of the foregoing, however, Declarant or its agent may erect signs during the period of sales of Lots without Committee approval.

Section 9.23. Mining, Drilling or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, water, gravel, sand, rock and coal, shall ever be permitted within the Project.

Section 9.24. Weed Control. All weeds determined to be noxious by Douglas County, the State of Colorado, or the U.S. Soil Conservation District shall be eradicated from each Lot by the Owner thereof. Methods of eradication shall be pre-approved by the Board of Directors. Any failure by an Owner to eradicate such weeds shall permit the Association to enter upon the Owner's Lot to cure the violation and levy a default Assessment against such Lot for expenses incurred by the Association in accordance with the provisions of Section 6.6.

Section 9.25. Refuse and Trash.

A. Burial of garbage, trash, or refuse is prohibited; provided, however, that vegetation waste generated from clearing a Lot for construction may be buried.

B. If a Lot is occupied, the Owner or Occupant must arrange for trash removal at intervals of two weeks or less.

C. Lots may not be used to store garbage, trash, or refuse.

Section 9.26. Noxious, Annoying or Offensive Activity. No noxious, annoying, or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed anywhere within the Project which is a nuisance or creates a disturbance or annoyance to others. No lights shall be emitted from any Lot which are unreasonably bright or cause unreasonable glare. No sound shall be emitted from any Lot which is unreasonably loud or annoying. No odor shall be emitted from any Lot which is noxious or offensive to others. The noise provisions of this Section apply to motorized vehicles. Open fires and the discharge of fireworks in the Project are prohibited.

Section 9.27. Firearms. The discharge of firearms is prohibited throughout the Project, as is hunting and the trapping of animals. This is not intended to prevent Owners or Occupants from protecting themselves against rattlesnakes, predators, or dangerous animals.

Section 9.28. Variances. A variance from or exception to the provisions of this Article 9 or to the provisions of the Architectural Standards may be granted by the Board of Directors upon two-thirds vote, upon good cause shown by the Owner, and upon a finding that such variance will have

no detrimental effect on any other Lot. The Board of Directors may grant such variance with such terms and conditions as the Board of Directors may impose in its sole discretion. The Board of Directors may grant variances only from the terms and conditions of this Article 9 and the Architectural Standards and not from any of the other provisions of this Declaration, or any statutes, ordinances, rules or regulations of Douglas County or the State of Colorado. Grants or denials of variances may be appealed in accordance with the provisions of the Architectural Standards. The granting or denial of a variance in any one instance will not prevent the Board of Directors from granting or denying a variance in any other instance or circumstance.

ARTICLE 10. SPECIAL DECLARANT RIGHTS

Section 10.1. Special Declarant Rights. Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the “Special Declarant Rights”). Declarant’s Special Declarant Rights include the following:

- A. Completion of Improvements. The right to complete improvements indicated on the Survey, and roads, utility service lines, culverts, whether or not indicated on the Survey.
- B. Power to Unilaterally Amend Declaration. The right to unilaterally amend this Declaration in any reasonable manner during the Period of Declarant Control without vote or approval of the Board of Directors or the Owners.
- C. Sales Management and Marketing. The right to maintain signs advertising the Project on any Lot owned by Declarant, and the right to maintain sales offices, management offices, and models, on any Lot owned by Declarant.
- D. Appointment of Directors and Officers of the Association. The right to appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control.
- E. Merger. Except as otherwise provided herein, the right to merge or consolidate the Project with another common interest community of the same form of ownership that is contiguous to the Project.
- F. Master Association. The right to make the Project subject to a master association.
- G. Transfer of Special Declarant Rights. The right to transfer, convey, or assign any and all Special Declarant Rights to any successor of Declarant.

Section 10.2. Exercise of Special Declarant Rights. Unless terminated by an amendment to this Declaration executed by Declarant, and except as otherwise expressly limited in this Declaration, any Special Declarant Rights may be exercised at any time by Declarant anywhere in the Project so long as Declarant, or its successor or assign, holds the Special Declarant Rights.

Section 10.3. Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rule or Regulation that will interfere with or diminish any Special Declarant Rights without the prior written consent of Declarant. In the event any controversy, dispute or litigation involving exercise of the reserved Special Declarant Rights by Declarant, this Declaration shall be interpreted so as to give Declarant the broadest, most flexible Special Declarant Rights allowed by the Act.

Section 10.4. Rights Transferable. Any Special Declarant Right reserved under this Article, and any Development Right reserved under Article 11, for the benefit of Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the Records. The transferor Declarant and the transferee shall execute such instrument.

ARTICLE 11. TERM OF COVENANTS; AMENDMENT OF DECLARATION

Section 11.1. Term. This Declaration and any amendments or supplements to it shall remain in effect in perpetuity, unless otherwise amended or terminated as provided in Section 11.2.

Section 11.2. Amendment of Declaration. Except to the extent that this Declaration expressly permits or requires amendments that may be executed by Declarant or by the Association, this Declaration may be amended or terminated by a vote two thirds (2/3) of the members of the Board of Directors, provided, however, that the Owners shall be given the opportunity to ratify any amendment to this Declaration adopted by the Board of Directors at a special meeting of the Association called for such purpose. A summary of the proposed amendment shall be mailed to the Owners at least 30 days prior to the date of the meeting at which it is to be proposed for ratification by the Owners. Unless, at the meeting, the Owners of Lots to which seventy-five percent (75%) or more of the votes in the Association are allocated vote to reject the proposed amendment, the amendment shall be deemed ratified whether or not a quorum of Owners is present at the meeting. Notwithstanding the provisions of the foregoing, however, no amendment to or termination of this Declaration shall be effective without the prior written approval of Declarant during the Period of Declarant Control.

Section 11.3. Execution of Amendments. Any amendment shall be prepared, executed and recorded either by Declarant or by an officer of the Association designated for such purpose or, in the absence of a designation, by the president of the Association.

ARTICLE 12. MISCELLANEOUS

Section 12.1. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Project or any improvement thereon, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, taxes, or regulation thereof unless and except as specifically set forth in a writing signed by Declarant.

Section 12.2. Enforcement. In addition to, or as an alternative to, any other remedy specifically provided for in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by an aggrieved Owner, the Association, or Declarant against the Association or any Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 12.3. Nonwaiver. Failure by Declarant, the Association, or any Owner to enforce any covenant, condition, restriction, easement, reservation, right of way or other provision contained in the Project Documents shall in no way or event be deemed a waiver of the right to do so thereafter.

Section 12.4. 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 shall in no way affect the validity or enforceability of any other provisions, which provisions shall remain in full force and effect. Any provisions which could violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 12.5. Number and Gender. Unless the context provides or requires to the contrary, 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.

Section 12.6. Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted 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 the Declaration or the intent of any provision of the Declaration.

Section 12.7. Conflicts in Legal Documents. In case of conflicts between the provisions of the Declaration and the Articles of Incorporation, the Bylaws or any Rules and Regulations, this Declaration shall control. In case of conflicts between the provisions of the Articles, the Bylaws or any Rules and Regulations, the Articles will control. In case of conflicts between the provisions of any Rules and Regulations and the Bylaws, the Bylaws will control.

EXHIBIT "A"
PROPERTY SUBJECT TO THIS DECLARATION

ALL OF THE REAL PROPERTY CONTAINED WITHIN TAYLOR MOUNTAIN RANCH AT BEAR DANCE, AS DEPICTED ON THE TAYLOR MOUNTAIN RANCH AT BEAR DANCE EXEMPTION, DOUGLAS COUNTY, COLORADO, WHICH WAS RECORDED ON _____, 2003, AT RECEPTION NO. _____, IN THE OFFICE OF THE CLERK AND RECORDER FOR DOUGLAS COUNTY, COLORADO, EXCEPT R. TRACT 4.

EXHIBIT "B"
EXCEPTIONS TO TITLE

1. Rights of way for ditches and canals constructed by the authority of the United States as reserved in the United States Patent of record.
2. Right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent of record.
3. Easements and rights of way as shown the Survey.
4. All rights to any and all minerals, ores, and metals of every kind and character and all coal, asphaltum, oil and other like substances in or under said land and the right of ingress and egress for the purpose of mining together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances as reserved in patent recorded March 1, 1995, in Book 1249 at Page 1826.
5. Reservation unto Douglas Park, a Texas General Partnership, a non-exclusive easement, 40 feet in width for that portion of the South Half of proposed Sinclair Boulevard as described in Deed recorded June 7, 1994, in Book 1201 at Page 2492.
6. Terms, conditions and provisions as provided on Douglas Park PCD Plan and Development Control Standards recorded April 13, 1977, under Reception No. 200494, In Book 306 at Page 612.
7. Terms, conditions, and provisions as shown on Douglas Park PCD maps recorded April 15, 1977, under Reception No. 200493, September 28, 1983, under Reception No. 312781, and June 14, 1984, under Reception No. 329549 and recorded January 10, 1991, under Reception No. 9100838
8. Utility Easement as granted to American Telephone and Telegraph Company in instrument recorded August 31, 1951, in Book 103 at Page 323.
9. Declaration of Covenants as recorded August 21, 1989, in Book 868 at Page 983. Ratification recorded November 16, 1989, in Book 882 at Page 435.
10. 20-foot Utility Easement as evidenced by instrument recorded at Reception No. 144862 and as shown on David E. Archer and Associates survey dated February 11, 1994, Job No. 90-345.
11. Terms, conditions and provisions of Grant of Easement recorded March 27, 1995, in Book 1253 at Page 1796.

12. Utility Easement as granted to the Intermountain Rural Electric Association in instrument recorded January 29, 1996, in Book 1315 at Page 722.
13. Terms, conditions and provisions of Easement Agreement recorded May 27, 1997, in Book 1433 at page 2388 and re-recorded September 19, 1997, in Book 1466 at Page 1701.
14. Restrictive Covenants, which do not contain a forfeiture of reverter clause, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons, as contained in instrument recorded December 28, 1998, in Book 1646 at Page 1271.
15. Right of Way Easement as granted to the Mountain States Telephone and Telegraph Company in instrument recorded July 24, 1968, in Book 185 at Page 236.
16. Reservations contained in Deed recorded December 28, 1998, in Book 1646 at Page 1289.
17. Reservation by the State of Colorado as to all rights of any and all minerals, ores and metals of any kind and character and all coal, asphaltum, oil, gas and other like substances in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances as reserved in Patent recorded August 19, 1920, in Book 61 at Page 450. The effect of Deed recorded December 30, 1919, in Book 27 at Page 496.
18. Restrictive Covenants, which do not contain a forfeiture or reverter clause, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons, as contained in instrument recorded December 28, 1998, in Book 1646 at Page 1279
19. Restrictive Covenants, which do not contain a forfeiture of reverter clause, as contained in instrument recorded September 14, 1971, in Book 221 at Page 798.
20. Notes and Easements as shown on the Plat of Meribel Village Filing No. 1, affecting Tract D.
21. Restrictive Covenants, which do not contain a forfeiture or reverter clause, as contained in instrument recorded July 28, 1994, in Book 1210 at Page 848, and Amendment recorded August 19, 1994, in Book 1213 at Page 2482.

22. Reservations by Douglas Park, a Texas General Partnership, including easements, utilities, well field easements and water rights as contained in Deed recorded February 1, 1995, in Book 1245 at Page 686.
23. Restrictive Covenants, which do not contain a forfeiture or reverter clause, as contained in instrument recorded June 13, 1995, in Book 1268 at Page 1251.
24. Utility Easement as granted to Intermountain Rural Electric Association in instrument recorded January 29, 1996, in Book 1315 at Page 722.
25. Rights of way for and rights of others to a non-exclusive easement for roads and utilities over and across that portion of proposed Sinclair Boulevard, n/k/a Sky View Road as disclosed in Deed recorded March 23, 1994, in Book 1187 at Page 1490 and Page 1504 and also contained in Deed recorded June 7, 1994, in Book 1201 at Page 2492, and as depicted on David E. Archer & Associates survey dated April 11, 1997, Job No. 95-0451. Overhead power line as depicted on David E. Archer and Associates survey dated April 11, 1997, Job No. 95-0451.
26. Terms, conditions and provisions of temporary easement Deed recorded December 28, 1998, in Book 1646 at Page 1284.
27. Restrictive Covenants, which do not contain a forfeiture or reverter clause, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons, as contained in instrument recorded December 28, 1998, in Book 1646 at Page 1279.
28. Deed of Trust dated September 12, 2001, from Wallace E. Carroll, Jr. to the Public Trustee of Douglas County for the use of AM Trust to secure the sum of \$1,000,000.00 and any other amounts payable under the terms thereof, recorded November 21, 2001 in Book 2188 at Page 496. Said Deed of Trust was further secured in Assignment of Rents recorded July 26, 2002, under reception No. 2002072690.