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**MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE AURORA HIGHLANDS**

First American Title Insurance
National Commercial Services
NCS- 953520-1 CO 1

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**MASTER DECLARATION OF
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THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE AURORA HIGHLANDS (the "**Declaration**") is made this 31st day of January, 2020 by Aurora Highlands, LLC, a Nevada limited liability company, its successors or assigns ("**Declarant**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article I below.

RECITALS

A. Declarant, as the master developer is developing The Aurora Highlands which will be a comprehensively planned, multi-use real estate development, affording well-planned residential, commercial, recreational, open space, and institutional buildings and facilities. The Aurora Highlands is currently projected to encompass approximately 2,640 acres located in the City of Aurora, County of Adams, State of Colorado. The final size and boundary of The Aurora Highlands is subject to the discretion of Declarant as the master developer. Nothing contained in this Declaration shall be construed to represent or limit the final size, configuration, or location of The Aurora Highlands, nor shall it constitute or be construed as a representation as to what land or lands will or will not be subjected to the terms of this Declaration. Furthermore, nothing in this Declaration shall be construed to permit the use of or grant rights to any property, whether within or outside of The Aurora Highlands, which is not specifically made subject to this Declaration by the recording of this Declaration or a Supplemental Declaration.

B. Declarant presently is the owner of a portion of the real property described on **Exhibit "A"** hereof (the "**Property**").

C. Declarant desires to subject and place upon the Property certain covenants, conditions, and restrictions, for the development, improvement, use, operation, maintenance, repair and enjoyment of the Property, that run with the land.

D. This Declaration does not create a Common Interest Community (as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8)). Therefore, this Declaration is not be governed by the Colorado Common Interest Ownership Act ("**CCIOA**"). This Declaration is exempt from CCIOA because there is no obligation to pay for real estate taxes, insurance premiums, maintenance, or improvements, and no Common Elements (as defined by CCIOA) are created under this Declaration.

E. Declarant imposes the covenants, conditions, restrictions and easements set forth in this Declaration on the Property, and pursuant to C.R.S. § 32-1-1004 empowers The Aurora Highlands Community Authority Board (the "**CAB**") with the authority to furnish covenant enforcement and design review services for the Property, using revenues that are derived from the Property.

F. Declarant reserves the right to add additional real property to this Declaration by recording one or more Supplemental Declarations.

G. Pursuant to the Colorado Constitution, Article XIV, §§ 18(2)(a) and (b), and C.R.S. § 29-1-203, metropolitan districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt.

H. Pursuant to the Aerotropolis Area Coordinating Metropolitan District ("**District**") First Amended and Restated Service Plan approved by City of Aurora on August 16, 2017 ("**Service Plan**"), the Districts may enter into intergovernmental agreements creating one or more Community Authority Boards to exercise their powers to provide services collectively through the Property.

I. The Districts intend, by way of the CAB, to exercise their powers to provide covenant enforcement and design review services as defined in C.R.S. § C.R.S. § 32-1-1004(8) for the Property.

J. In accordance with statutory authority, the Districts have or will be entering into a Community Authority Board Establishment Agreement (as may be further amended from time to time, the "**Establishment Agreement**"), which will establish the CAB and authorize the Districts to appoint representatives to serve as Directors on the CAB.

K. Under the terms and conditions of the Establishment Agreement, the CAB, through its Directors, shall, among other duties and obligations, provide covenant enforcement and design review services within the service area of the Districts.

L. Each of the Districts has or will adopt a duly adopted a resolution (i) acknowledging the Districts' power to enforce covenants pursuant to state statute and the intention of the Districts to provide for uniform enforcement of the covenants and the uniform provision of design review services and (ii) authorizing their respective representatives on the CAB to implement and facilitate such uniformity in the provision of covenant enforcement and the design review services throughout the Property.

M. This Declaration provides for the overall administration of the Property, and reasonable procedures for its expansion.

N. The statements in these Recitals have the same binding effect as if set forth in the Declaration.

DECLARATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: Declarant, upon recording this Declaration, does hereby declare that the Property is subject to this Declaration and must be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained and altered subject to the terms contained in this Declaration. The terms of this Declaration touch and concern the Property, and (a) run with the land, (b) benefit and burden the Property as an equitable servitude, (c) bind all Persons having or

acquiring any interest in the Property or any part of the Property, (d) inure to the benefit of and bind every part of the Property and every interest in the Property, and (e) inure to the benefit of and are enforceable by Declarant, its Affiliates, and their respective designees, assigns and successors in interest.

ARTICLE I DEFINITIONS

Section 1.01. "Adjacent Properties" has the meaning given to that term in Section 11.01.

Section 1.02. "Affiliate" means any Person that, directly or indirectly, is in control of, is controlled by or is under common control with a Person for whom an affiliate is being determined. For purposes hereof, control of a Person means the power, direct or indirect, to (i) vote 20% or more of the ordinary voting power of such Person, or (ii) direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and either alone or in conjunction with others.

Section 1.03. "Appeals Board" means any appellate body established by the CAB in accordance with Section 2.06.

Section 1.04. "Applicable Laws" means the laws, orders, ordinances, regulations, rules and statutes of all federal, state and local jurisdictions having authority over the Property, including the City of Aurora, Adams County, the District, the CAB, and any other statutorily created governing body.

Section 1.05. "The Aurora Highlands" means the comprehensively planned real estate community developed by Declarant, as master developer, as described in the "Background" section of this Declaration.

Section 1.06. "Benefited Parties" means Declarant, the CAB, the CARC, the Enforcement Committee, the Districts, and any other subcommittee providing design review services, and each of their respective parents, subsidiaries, and Affiliates and each of their agents, directors, employees, members, managers, officers, partners, and shareholders, and their respective heirs, successors, and assigns. "Benefited Party" shall refer to the singular of any of the foregoing entities or Persons.

Section 1.07. "Builder" shall mean and refer to any developer who purchases a Parcel from Declarant for the purpose of developing such Parcel for single family residential, commercial or multi-family use, and/or any homebuilding company who purchases a Parcel to develop into Lots and then constructs and sells single family residential Improvements on such Lots. For the period of time which such Builder owns any of the Property, it shall be an Owner herein.

Section 1.08. "CAB" means The Aurora Highlands Community Authority Board created by an Establishment Agreement to be the governing body over the Property, and such other community authority boards as may hereafter be formed under other establishment agreements.

Section 1.09. "CAB Property" means any real or personal property owned or leased by the CAB in connection with the Property.

Section 1.10. "CAB Resolution" means the Resolution of the CAB, approved and adopted by the CAB, in which it will accept the delegation of authority to it as provided in this in the Declaration.

Section 1.11. "City" means the City of Aurora, Colorado.

Section 1.12. "Commercial Parcel or Commercial and/or Multi-Family Parcel" means any Parcel used for commercial and/or multifamily purposes, as appropriate, including but not limited to shopping centers, retail locations, food establishments, apartment complexes, office buildings, senior assisted living and nursing facilities, medical facilities, daycare centers, schools, churches, police and/or fire stations, and libraries. The term is intended to include every improved Parcel other than Lots.

Section 1.13. "Commercial and Multi-Family Village" shall mean the Village in which the Parcels are all Commercial and/or Multi-Family Parcels, regardless of where in the Property such Commercial and/or Multi-Family Parcels are located. As the use of any Parcel is designated as a Commercial or Multi-Family Parcel (as evidenced by the filing of a plat for commercial, multi-family or other use as a Commercial or Multi-Family Parcel), such Commercial or Multi-Family Parcel will automatically cease being a Member of any other Village and thereafter be a member of a Commercial and Multi-Family Village. The Declarant may, in its discretion, establish one or more Commercial and Multi-Family Villages. In that event, all references herein to Commercial and Multi-Family Village shall be deemed to mean all Commercial and Multi-Family Villages.

Section 1.14. "Community-Wide Architectural Review Committee" or "CARC" means the design review committee for the Property, established by the CAB in accordance with Article III.

Section 1.15. "County" means Adams County, Colorado.

Section 1.16. "Declaration" means this Master Declaration of Covenants, Conditions and Restrictions for The Aurora Highlands, as the same may be amended or supplemented from time to time.

Section 1.17. "Declarant" means Aurora Highlands, LLC, a Nevada limited liability company, or its successors and assigns, as may be determined by an assignment document recorded with the respective County Clerks' offices.

Section 1.18. "Declarant Rights" means those special Declarant rights and development rights reserved for the benefit of Declarant and its permitted assigns throughout this Declaration, including, but not limited to, those reserved in Article XIII herein.

Section 1.19. "Declarant Rights Period" means the period of time commencing upon the Recording of this Declaration, and expiring fifty (50) years after the Recording of this Declaration, or such shorter period as deemed necessary by Declarant to comply with Applicable Laws.

Section 1.20. "Deed" means a deed, assignment, easement, lease, or other instrument conveying legal title to any portion of or interest in the Property, including, but not limited to, a Parcel.

Section 1.21. "Design Guidelines" means Design Guidelines for The Aurora Highlands, as the same may be amended from time to time, as further described in Section 3.03

Section 1.22. "District" means Aerotropolis Area Coordinating Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Section 1.23. "Districts" means Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, and such other metropolitan districts as may be organized within the Property.

Section 1.24. "District Property" means any real or personal property, including any infrastructure, Structures or other Improvements, owned, leased or being constructed by or on behalf of the District or the CAB in connection with the development of the Property. Notwithstanding anything to the contrary, including the location of the District Property within the Property, the District Property shall not be subject to this Declaration, and is not part of the "Property" as defined herein.

Section 1.25. "Enforcement Committee" means the covenant enforcement committee established by the CAB in accordance with Article VI.

Section 1.26. "Established Drainage Pattern" means the drainage pattern for a Parcel reflected on the overlot grading plan for such Parcel approved by the City.

Section 1.27. "Establishment Agreement" means The Aurora Highlands Community Authority Board Establishment Agreement that has or will be adopted, as the same may be amended and supplemented from time to time, and such other establishment agreements that may hereafter form additional community authority boards to govern any portion of the Property.

Section 1.28. "Fees" means, collectively, (i) any type of charge to any portion of the Property for any services or facilities provided through the CAB, or (ii) any fees imposed by the CAB for the CARC or Enforcement Committee services, or (iii) any other community-wide services or facilities provided through the CAB.

Section 1.29. "Fines" means any monetary penalty imposed by the CAB, the CARC, or the Enforcement Committee against an Owner due to a violation of the Governing Documents by such Owner or any Resident.

Section 1.30. "Governing Documents" means this Declaration, any written Community-Wide Standards, any Rules and Regulations promulgated by Declarant or the CAB, the Design Guidelines, and any other documents and instruments which govern the administration and operation of the Property pursuant to this Declaration.

Section 1.31. "Improvement" means any physical change or addition to a Parcel or any Structure thereon, including, by way of example, landscaping, grading, or changing the size, shape, appearance or drainage of a Structure.

Section 1.32. "Letter of Acceptance" shall have the meaning described in Section 3.13.

Section 1.33. "Lot" means any Parcel shown upon any recorded map(s) or plat(s) of the Property, as same may be amended from time to time, which is designated as a Lot thereon, and which is or

will be improved with a single family Residential Structure thereon in conformity with the use and building restrictions herein, and is not owned by the CAB or the District. A Lot may include the legal description for a condominium unit and/or townhouse unit.

Section 1.34. "Mortgage" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Parcel. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such a Mortgage. "First Mortgage" means a Mortgage that has priority over all other security interests in a Parcel, other than statutory liens for taxes and special assessments.

Section 1.35. "Neighborhood" means a Parcel or Parcels within the Property designated by Declarant as a Neighborhood within a Village in **Exhibit A** to this Declaration or in a Recorded Supplemental Declaration annexing additional real property to this Declaration or in a Supplemental Declaration designating a Neighborhood under this Declaration, as modified subject to the provisions hereof. The term "Neighborhood" will be reserved for a Parcel or Parcels within a Village intended for a separate and distinct single-family residential development to be constructed by a Declarant or a Builder.

Section 1.36. "Neighborhood Association" is defined in Section 5.04 herein.

Section 1.37. "Neighborhood Declaration" is defined in Section 5.04 herein.

Section 1.38. "Notice of Alleged Violation" has the meaning given to that term in Section 6.05.

Section 1.39. "Notice of Noncompliance" means the notice sent by the CARC described in Section 3.14.

Section 1.40. "Notice of Violation" has the meaning given to that term in Section 6.03.

Section 1.41. "Owner" means every Person who holds:

A. a fee interest in or to any Parcel within the boundaries of the recorded plats of The Aurora Highlands or as may be described in **Exhibit A**, regardless of whether such Parcel is used for residential or nonresidential purposes;

B. a fee title to a condominium unit located on any portion of the Property; or

C. any share, membership, or other interest in any cooperative or other entity organized and operated for the purpose of providing a Residential Structure to its shareholders, members, or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of a residential Lot within the Property, whether or not such Person actually resides on any part of the Property. "Owner" includes contract sellers, but excludes those owning an interest merely as security for the performance of an obligation.

Section 1.42. "Parcel" means any improved or unimproved portion of the Property, including residential Lots and commercial and multifamily Parcels, which has been subdivided and separately described by a plat, condominium declaration, or survey description Recorded in the county in which such land is located. A Parcel includes a single family residential Lot.

Section 1.43. "Person" means a natural person, a corporation, a partnership, a limited liability company, a trustee, or other legal entity.

Section 1.44. "Plans and Specifications" means any materials required by the CARC, as further described in Section 3.07.

Section 1.45. "Property" means:

A. all real property described in **Exhibit A**, together with all existing or subsequently constructed Structures and Improvements thereon located on any portion of such property, and any unit in a condominium located on any portion of such property; and

B. from and after the date of such annexation, all real property which becomes subject to this Declaration pursuant to Article V, together with all existing or subsequently constructed Structures and Improvements thereon and any unit in a condominium located on any portion of such property, less any real property withdrawn from this Declaration pursuant to Section 8.03 hereof.

Section 1.46. "Record," "Recording," "Recorded," or "Recordation" means to file, the filing of, or filed of record, a legal instrument in the official public records of real property of the County of Adams, Colorado, as applicable, or such other place as may be designated as the official location for recording deeds, plats, and similar documents affecting title to real estate in such counties.

Section 1.47. "Resident" means each Person domiciled on any part of the Property regardless of whether such Person is also an Owner, including but not limited to tenants, lessees or other occupants.

Section 1.48. "Rules and Regulations" means the rules, regulations standards and policies generally prevailing throughout the Property, as the same may be amended and supplemented from time to time, and which are binding upon all Owners and Residents. The Rules and Regulations, may include, but are not limited to, (i) the appointment of members to the CARC and the Enforcement Committee, (ii) the use of the Property, (iii) landscaping (iv) certain use restrictions on residential structures or Commercial Parcels, (v) other restrictions governing the conduct of Owners, (vi) rules and regulations specific to residential structures and/or (vii) rules and regulations specific to Commercial Parcels, as such rules and regulations are adopted initially by Declarant or the CAB and/or amended from time to time by the CAB or the District.

Section 1.49. "Structure" means without limitation, but as way of example:

A. any man-made thing or device, including, but not limited to, any building, garage, porch, shed, greenhouse, cabana, covered or uncovered patio, swimming pool, play apparatus, trellis, clothesline, fence, curbing, paving, wall, sign, permanent living quarters, commercial structure, retail structure, and any other temporary or permanent improvement;

B. any excavation, fill, ditch, diversion dam, or other thing or device which changes the grade of any Parcel which affects or alters natural drainage flows or the flow of any waters in any natural or artificial stream, wash or drainage channel, or which affects flood storage or detention; or

C. a "Residential Structure" means the residential dwelling located on a Lot.

Section 1.50. "Supplemental Declaration" means an instrument Recorded pursuant to Article V which subjects additional property to this Declaration, designates or modifies Villages, and/or imposes additional restrictions and obligations on the land described in such instrument.

Section 1.51. "Village" means an area within the Property designated as a Village by Declarant in **Exhibit A** to this Declaration or in a Recorded Supplemental Declaration annexing additional real property to this Declaration or designating a Village under this Declaration, as modified subject to the provisions hereof. Single family residential Villages may include townhouses and condominiums.

Section 1.52. "Village Association(s)" means a community, property owner, or condominium association established within the Property to administer the affairs of a Village, subject to and subordinate to the terms of this Declaration. However, the term "Village Association" shall not include any Neighborhood Association whose jurisdiction is concurrent with, (in whole or in part) but subordinate to, that of a Village Association.

Section 1.53. "Village Declaration(s)" means a Recorded declaration of covenants, easements, charges, and liens, by whatever name denominated, which by its terms makes a Village and its members subject to its terms as well as to the terms of this Declaration, however no Village Declaration shall be Recorded, nor shall any Village adopt or modify any articles of incorporation, by-laws, or any other type of governing documents, without the prior written consent of Declarant, during the Declarant Rights Period. Thereafter, the prior written consent of the CAB shall be required. It shall be the obligation of the Village in the Village Declaration, to incorporate this Declaration by reference therein, as well as to enumerate in such Village Declaration the obligations which such Village Association must perform pursuant to the provisions of this Declaration.

Section 1.54. "Village Property" means all that certain real property which is subject to the terms of a Village Declaration as "common property," "common area," or by whatever name denominated and which is owned and maintained by such Village Association for the primary use and benefit of the Owners and Residents of that particular Village. The maintenance or administration of such Village Property, if any, is not the obligation of the CAB, but of the respective Village Association.

Section 1.55. "Violation" means any action, omission, breach, contravention, infringement, or transgression resulting in any Improvement, Structure, or condition prohibited by this Declaration.

ARTICLE II COMMUNITY AUTHORITY BOARD (CAB)

Section 2.01. Authority. Declarant delegates certain governance matters related to the Development to the CAB. Declarant, through this Declaration, grants authority to the CAB to act on behalf of Declarant for certain matters specifically set forth in this Declaration, including implementing this Declaration. The CAB has or will accept such delegation of authority in the CAB Resolution.

Section 2.02. Enforcement of Covenants. Declarant grants the CAB authority to enforce certain covenants contained in this Declaration and contained in the Governing Documents. Declarant further grants the CAB the authority to create a committee to enforce the covenants to be known as the "**Enforcement Committee**". The CAB has accepted such delegation of covenant enforcement in the CAB Resolution.

Section 2.03. Adopt Rules and Regulations Implementing this Declaration. Declarant grants the CAB authority to adopt certain Rules and Regulations for the effective governance of the Property to implement this Declaration. The CAB has accepted such delegation to adopt Rules and Regulations in the CAB Resolution.

Section 2.04. Design Guidelines. Declarant grants the CAB authority to enforce the architectural standards, rules, regulations and/or guidelines (collectively the "**Design Guidelines**") to interpret and implement the provisions of this Declaration. The CAB has accepted such delegation related to the Design Guidelines in the CAB Resolution. The Declarant shall retain the authority to amend and supplement the Design Guidelines from time to time in its discretion during the Declarant Rights Period.

Section 2.05. Design Review. Declarant grants the CAB authority to review and approve Improvements in compliance with the Design Guidelines and to enforce the Design Guidelines. Declarant further grants the CAB the authority to create a committee to enforce the Design Guidelines to be known as the "**Community Wide Architectural Review Committee**" or "**CARC**." The CAB has accepted such delegation related to the Design Guidelines in the CAB Resolution.

Section 2.06. Appellate Body. Declarant grants the CAB the authority to create an appellate body to review decisions of the Enforcement Committee and the CARC to be known as the "**Appeals Board**". The CAB has accepted such delegation related to the creation of the Appeals Board in the CAB Resolution. The Appeals Board may consist of a subset of the members of the CAB or all of the members of the CAB.

Section 2.07. Imposition of Fees and Fines. Declarant grants the CAB the authority to impose Fees and Fines related to the activities of the Enforcement Committee and the CARC and to otherwise implement the provisions of this Declaration. The CAB has accepted such delegation related to the imposition of Fees and Fines in the CAB Resolution.

ARTICLE III DESIGN REVIEW

Section 3.01. General. No planned or proposed development shall be commenced on any Parcel, no plat shall be submitted or Recorded, nor any document related to any planned or proposed development submitted to any governing authority related to any Parcel, nor shall any Improvement be undertaken, conducted, constructed, placed, planted, installed, modified or removed on any Parcel, nor shall any new use be commenced on any Parcel, except in compliance with this Article, the Design Guidelines, and the Governing Documents.

Each Owner agrees that no activity within the scope of this Article and/or Design Guidelines shall be commenced on such Owner's Parcel unless and until the Community-Wide Architectural Review Committee ("**CARC**"), gives its prior written approval for such activity, which approval may be granted or withheld in the such committee's sole discretion. Notwithstanding anything to the contrary, Declarant, Declarant's Affiliates, the CAB and the District are exempt from any and all other matters that require CARC review and/or approval. Neither Declarant nor Declarant's Affiliates are responsible for any review or approvals by the CARC under this Declaration or any Governing Document.

Section 3.02. Organization of the Community-Wide Architectural Review Committee ("**CARC**"). The CARC will consist of at least five (5) or more Persons. The members of the CARC shall be appointed from time to time by the CAB in its discretion, provided that at all times at least three (3) members shall have experience in architecture, engineering, land planning, landscape architecture, real estate development, contracting, building, code enforcement or a related field that the CAB deems appropriate, and in compliance with any governmental approval requirements regarding the composition of the CARC.

Section 3.03. Establishment and Amendment of Design Guidelines.

A. The Declarant has promulgated the standards and Rules and Regulations governing the improvement of all Parcels and initial construction of Structures and Improvements thereon, as set forth in the Design Guidelines. Such standards, rules, regulations, and statements of policy in the Design Guidelines may be amended, supplement or revoked by the Declarant and/or the CARC (with the written consent of Declarant) from time to time.

B. If the Design Guidelines conflict with this Declaration, this Declaration controls. The Design Guidelines bind the Property and each Owner and Resident, as applicable to the specific Parcel. The Design Guidelines may include, without limitation: clarification of designs and materials that may be considered in design approval, requirements for submissions, procedural requirements, specification of acceptable Improvements that may be installed without prior review or approval, protocols for the treatment of archeological, paleontological and historic resources discovered during construction and water demand management initiatives. The Design Guidelines or Rules and Regulations may permit the CAB to send demand letters and notices, levy and collect Fees and/or Fines, and negotiate, settle and/or take any other actions with respect to any violation or alleged violation of any of this Declaration and/or the Design Guidelines. In addition, the Design Guidelines may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, the Design Guidelines may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. All Improvements proposed to be constructed, and any Design Guidelines that are adopted, must be in accordance with this Declaration.

C. It shall be the responsibility of each Owner and Resident to inform themselves of the current Design Guidelines applicable to the Owners' or Residents' Parcel. No change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel of any item for review under the Design Guidelines shall not be deemed a waiver of the

CARC's right to disapprove such same or similar item, or any of the features or elements included therein, if such same or similar item is subsequently submitted for use on any other Parcel or Parcels. Approval of any such item relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided that:

- (1) the Structures, Improvements, or uses shown or described on or in such Plans and Specifications do not violate any prohibition contained in this Declaration and Design Guidelines; and
- (2) the approved item and any condition attached to such approval have been adhered to and complied with for all Structures or Improvements on, and uses of, the Parcel.

D. Copies of the Design Guidelines shall be made available to Owners and Residents as well as other interested parties. Reasonable administrative and copying charges may be required.

Section 3.04. Construction and Occupancy Codes. All Owners are hereby notified that there are building codes, fire codes, housing codes, or other similar codes applicable to the Property from various governmental authorities or jurisdictions. Prior to construction, erection, addition, deletion, applicable change or installation of any Improvement, Owner must obtain the approval of all governmental entities and issuance of all required permits, licenses and approvals by all such entities. Owner is solely responsible for compliance with Applicable Laws.

Section 3.05. Land Use Designation. Prior to the sale by Declarant of any Parcel of land subject to this Declaration or the construction of any building thereon, the City shall have designated and zoned the land use for such Parcel. There shall be no change in the land use designation for such parcel unless the City of Aurora has approved and except with the mutual consent of Declarant and the Owner thereof. Because of the current designations of the land use for portions of the Property that have been or will subsequently be subdivided, developed, and sold as a part of a common scheme relative to the designated land use (a "Development Parcel"), Declarant may create reciprocal easement rights binding upon and benefitting each subsequent Owner of such Development Parcel. Declarant's ability to create such reciprocal rights shall exist whether or not Declarant is the Owner of a Parcel affected by such reciprocal rights, whether as a benefit or a burden.

Section 3.06. Development. No development or proposed development shall be commenced on any Parcel, nor shall any plat be submitted or Recorded, nor any document related to any proposed development submitted to any governing authority related to any Parcel, nor shall any Improvement be undertaken or conducted on any Parcel, nor shall any new use be commenced on any Parcel, unless complete plans, specifications, and descriptions of the proposed development or Improvement, or use have been submitted to and approved in writing by the CARC.

Section 3.07. Procedures. The full procedures for approvals required by the CARC under the Design Guidelines are provided in the Design Guidelines. The CARC will review each request for approval after the complete submission of the "Plans and Specifications" that the CARC may require in conjunction with its review and approval.

The submission of plans and granting of approval required by this Article III is in addition to and not in lieu of any design, construction, or improvement requirements of the applicable governmental authorities.

Section 3.08. Scope of Committee Authority. The CARC shall have review and approval authority over the development items covered by the Design Guidelines. The CARC shall have the authority to establish a subcommittee at its discretion to provide review and approval of minor Improvements to Parcels and modifications to existing Structures and Improvements and landscaping within all or any portion of the Property.

Section 3.09. Disapproval of Plans. The CARC shall have the right to disapprove any Plans and Specifications submitted pursuant to this Article for any reason, including, but not limited to, the following:

- A. failure of such Plans or Specifications to comply with any of the restrictions or provisions of this Declaration;
- B. failure to include such information as may reasonably have been requested by the CARC;
- C. failure to comply with the Design Guidelines, or any of the standards, codes, rules, or regulations promulgated pursuant to this Article;
- D. purely aesthetic reasons including, but not limited to, the objection to the nature or quality of materials, color scheme, finish, proportion, style of architecture, lighting, setbacks, landscaping, height, bulk, safety, or appropriateness of any proposed Structure or Improvement;
- E. incompatibility of any proposed Structure, Improvement, or use with existing Structures, Improvements, or uses upon other Parcels in the Property;
- F. objection to the size or location of any proposed Structure or Improvement (including signage) upon any Parcel or with reference to other Parcels in the Property;
- G. objection to the grading and/or drainage plan for any Parcel;
- H. objection to the location of parking areas proposed for any Parcel on the grounds of incompatibility with proposed uses and Structures on the Parcel or insufficiency of the size of the parking area in relation to the proposed use of the Parcel;
- I. objection to a matter which, in the judgment of the CARC, would render the proposed Structure, Improvement, or use incompatible with the Design Guidelines, or general plan of development for the Property, a Village, or Adjacent Properties; or
- J. objection to any matter not set forth in the CARC standards which, in the judgment of the CARC, would not be in the best interest of the Property;

If the CARC disapproves a set of Plans and Specifications submitted hereunder or approves them as modified or subject to specific conditions, and if the applicant so requests in writing, the CARC shall give the applicant a written statement specifying the grounds for disapproval or qualified

approval. Upon request by the applicant, the CARC shall make reasonable efforts to consult with and advise an applicant so that an acceptable proposal may be prepared and submitted. The applicant may also submit an appeal to any Appeals Board established by the CAB in accordance with Section 2.06, or if no Appeals Board has been established, directly to the CAB.

Section 3.10. Operations of the CARC: Appeals. CARC operations and meetings and any procedures for appeal shall be governed by the Design Guidelines and by such other consistent policies as may be adopted by a majority of the CARC committee members.

Section 3.11. Filing of Approved Plans. Upon approval by the CARC a copy of Plans and Specifications on which the approval is clearly marked shall be deposited with the CARC as a record, to be kept by the CARC for no less than five (5) years. After such time, the CARC may dispose of such records if continuing to keep all of such records becomes impractical.

Section 3.12. Inspection of Parcels and Improvements. An agent of the CARC may enter upon and inspect any Parcel and any Structures, Improvements, or uses thereon at any time for the purpose of ascertaining whether such Parcel and the Structures, Improvements, and uses thereon are in compliance with this Declaration, the Design Guidelines, and the standards, rules, regulations, and approvals granted or promulgated by the CARC. Neither Declarant, the CARC, nor the agent of any such entity shall be deemed to have committed a trespass by reason of such entry or inspection.

Section 3.13. Letter of Acceptance. Upon completion of a development plan or plat or document or Improvement approved by the CARC pursuant to the Design Guidelines, and upon delivery of a Certificate of Completion executed by the engineer and landscape architect of the Builder, along with a copy of the as-built plans, and upon written request by the Parcel Owner, the CARC shall have authority, but not the obligation, to inspect the Parcel and issue a punch list of items needing to be completed. Upon completion of those items and upon expiration of a sixty (60) day warranty period, the CARC shall have the authority to issue a Letter of Acceptance identifying the Parcel and the development or Improvements thereon, and stating, based upon information supplied by third party architects, inspectors, or other agents of the Owner, or other information available to the CARC, that construction of the proposed development or Improvements has been completed in substantial accordance with the approved Plans and Specifications. Such Letter of Acceptance shall not be construed to certify the acceptability, sufficiency, or approval by the CARC of any work, materials, or specifications included in the actual construction of the development or the completion of the Improvement, or of the safety of the development or Improvement. A Letter of Acceptance shall be conclusive evidence of the facts stated therein as to any bona fide purchaser or encumbrance in good faith and for value, or as to any title insurer. The Owner is hereby notified and does hereby agree that the Letter of Acceptance in no way warrants the sufficiency, acceptability, or approval by the CARC, of the construction, workmanship, materials, equipment, design (other than for aesthetic and other purposes which are expressly set forth herein), or safety of the development or Improvement. Preparation and Recordation of such a Letter shall be at the expense of the Owner of the subject Parcel. Each Owner who has requested any review of any proposed development by the CARC shall make a request under this Section for a Letter of Acceptance once such development is completed in accordance with such approved development plans.

Section 3.14. Fees for Examination of Plans and Specifications. The CARC may charge and collect reasonable Fees for the examination of any Plans and Specifications submitted for approval pursuant to this Declaration and/or for any inspections performed pursuant to a request for a Letter of Acceptance. Such charges shall be payable at the time and place designated by the CARC, and shall be subject to amendment without advance notice.

Section 3.15. Violations and Enforcement. If any proposed development shall be commenced or any plat submitted or Recorded or any other document related to development of a Parcel submitted, or if any Improvement shall be made or any new use commenced on any Parcel, other than in accordance with the Plans and Specifications, and descriptions approved by the CARC, such development, Improvement, or use shall constitute a violation of this Declaration. The cessation of such violations may be enforced by the CAB or the CARC, pursuant to Article VI.

A. Inspection of Work. The CARC, or its authorized representative, has the right to inspect any Improvement prior to or after completion to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article III.

B. Notice of Noncompliance. If, as a result of inspections or otherwise, or following receipt of a Notice of Completion, the CARC determines that any Improvement has been constructed without obtaining the required approval, or was not constructed in substantial compliance with the approval that was granted, or was not commenced and diligently advanced within one (1) year after the date of approval (except for Declarant or Declarant's Affiliates, who are not subject to such time requirement), subject to any extensions of time, the CARC will notify the applicant in writing of the noncompliance, specifying the particulars of the noncompliance ("Notice of Noncompliance").

C. Correction of Noncompliance. If the CARC determines that a noncompliance exists, the Person responsible for such noncompliance must remedy or remove the same, and return the subject property or structure to a condition acceptable to the CARC, within the period specified in the Notice of Noncompliance. If such Person does not comply with the Notice of Noncompliance by amending the condition within the period specified, the CARC may submit the Notice of Noncompliance to the Enforcement Committee for enforcement pursuant to Article VI.

Section 3.16. Variances. The CARC may authorize variances from compliance with any of the architectural or other restrictions set forth in this Declaration and/or in the Design Guidelines, as either or both may be amended, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance. All such variances must be evidenced in writing and signed by at least a majority of the CARC, and shall become effective upon the execution thereof unless stipulated otherwise in such writing. If such a variance is granted, no violation of the covenants, conditions and restrictions set forth in this Declaration and/or Design Guidelines, as amended, shall be deemed to have occurred with respect to the matter for which the variance was

granted. The granting of such variance by the CARC shall not operate to waive any of the terms or provisions of this Declaration and/or Design Guidelines, as amended, for any purpose whatsoever except as to the particular provision addressed by such variance, nor shall a variance effect in any way an Owner's obligations to comply with all Applicable Laws.

Section 3.17. Cooperation. The CAB has the right and authority to enter into agreements and otherwise cooperate with any other architectural review committees, or one or more other boards or committees that exercise architectural or design review functions, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the CAB. Cooperation includes, without limitation, collection, payment, and disbursement of Fees, Fines or other charges.

Section 3.18. Access Easement to CARC and the CAB. Each Parcel is subject to an easement in favor of the CARC and the CAB, including their respective agents, employees and contractors, for performing any of the actions contemplated in this Article III. Further, the rights and easements granted in this Section 3.18 may be exercised only during reasonable hours after reasonable notice to Owners of any affected Parcel; except that no such notice is required for any of the following: (i) any remediation related to non-compliance with the Design Guidelines, (ii) in connection with any exterior, non-intrusive maintenance and (iii) in emergency situations. The interior portions of any Residential Structure are not subject to the easements provided for in this Section 3.18.

Section 3.19. Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics and scheme of development of The Aurora Highlands. They do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on aesthetic considerations only. In any event, the reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

The Benefited Parties shall not be liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damages or in equity. In reviewing or approving any matter, the Benefited Parties are not responsible for any issue related to the Improvements, whether structural or otherwise and whether submitted for review or otherwise. The Benefited Parties are not responsible for any Improvement's conformance with Applicable Laws or compliance with any other standards or regulations, and any approval of an Improvement by the Benefited Parties may not be deemed to represent that the Improvement conforms with Applicable Laws or complies with any other standards or regulations.

The Benefited Parties, shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such

contractor as a Builder; or any injury, damage, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Parcel, Structure, or Improvement.

No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by any of the Benefited Parties. Each Owner (i) waives and releases Benefited Parties from all Claims related to approval of any Improvements and (ii) waives and releases all Claims against the Benefited Parties related to the safety or compliance with Applicable Laws or other standards or regulations of any Improvement. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the Applicable Laws and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The CARC, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The CARC, acting in that capacity, have no personal liability with respect to any contract or other commitment made or action taken on behalf of the CARC or the CAB.

ARTICLE IV COVENANTS AND RESTRICTIONS

Section 4.01. Maintenance Required by Owner. Each Owner and Resident shall keep all Parcels owned or occupied by him or her, and all Structures and Improvements thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning of all trees, shrubbery and other landscaping and signs, and the painting (or other appropriate external care) of all Structures and Improvements, all in a manner and with such frequency as is consistent with the Rules and Regulations, safety, and good property management. EACH OWNER AND RESIDENT ALSO ACKNOWLEDGES THAT THE PROPERTY IS SUBJECT TO THE ORDINANCES OF THE CITY OF AURORA, WHICH INCLUDE BUT ARE NOT LIMITED TO MANY ORDINANCES GOVERNING USE OF THE PROPERTY. EACH OWNER AND RESIDENT IS ALSO RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, COUNTY AND CITY (OR OTHER GOVERNMENTAL ENTITY) RULES AND REGULATIONS AND REQUIREMENTS RELATING TO THE PROPERTY AND SUCH OWNER'S AND/OR RESIDENT'S RESPECTIVE PARCEL.

Section 4.02. Appearance and Use Restrictions of Parcels. Without the prior written approval of the CARC and in accordance with other applicable terms and conditions of the Governing Documents:

A. no previously approved Structure shall be used for any purpose other than that for which it was originally approved;

B. no facilities, including poles and wires for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Parcel, and to the extent permitted by Applicable Laws, no external or outside antennas of any kind shall be maintained on any Parcel or Improvement; and

C. no well, pump, shaft, casing, or other facility for the removal of subsurface water shall be placed or maintained on any Parcel, and no boring, drilling, removal of, or exploration for, subsurface water shall be conducted on any Parcel.

D. except as provided by the Rules and Regulations, no tanks for the storage of gas, fuel, oil or other materials may be erected, placed or permitted above or below the surface of any Parcel (other than reasonably sized propane tanks intended for use with barbeque grills or outdoor fire pits, but only if and as specifically allowed in the Rules and Regulations).

E. no cesspool, septic tank, or other individual sewage disposal system may be installed on any Parcel.

Each Owner and Resident hereby acknowledges that Declarant may grant the right to other Persons to construct and maintain above ground power lines, lift stations and other facilities for the operation and maintenance of utilities to the Property or any part thereof. Each Owner and Resident also acknowledges that Declarant, or some other Person or Persons at Declarant's direction, may drill water wells for the benefit of the Property.

Section 4.03. Animals and Livestock. No animals, birds, livestock, reptiles of any kind may be raised, bred, kept or boarded in or on a residential Parcel, except (1) subject to all Applicable Laws. Owners and Residents of each Lot may keep a reasonable number of bona fide household pets (such as dogs and cats), so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any other resident within the Property, (ii) as expressly permitted by the Design Guidelines or (iii) on Parcels specifically designated by the Declarant. Each pet must be controlled by its owner and is not allowed off the Owner's Parcel except when properly leashed and accompanied by its owner or his or her representative, who is responsible for collecting and properly disposing of any animal waste. An Owner's and/or Resident's right to keep pets is coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred as a result of such pets. All Owners and Residents shall comply with all Applicable Laws regulating domestic animals. The CAB has the right and authority to determine that animals, birds, livestock, or reptiles are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner or Resident is otherwise in violation of the provisions of this Section, and any failure to correct such violation will subject the Owner to all remedies available to the CAB, including, but not limited to, removal thereof.

Section 4.04. Restriction on Further Subdivision. No Lot or Parcel may be further subdivided or separated into smaller units or lots by any Owner (other than Declarant, Declarant's Affiliates or a Builder), and no portion consisting of less than all of any such Lot or Parcel, nor any easement or other interest therein, may be conveyed or transferred by an Owner (other than Declarant, Declarant's Affiliates or a Builder), provided that this prohibition does not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar non-material corrective instruments.

Section 4.05. Residential Use; Professional or Home Occupation. Lots must be used for residential use only, including uses which are customarily incident thereto, and not for business, commercial

or professional purposes including, without limitation, the operation of a so-called "bed and breakfast." Notwithstanding the foregoing, however, Owners may conduct business activities within their Residential Structure if permitted by Applicable Laws and if all of the following conditions are satisfied:

- A. the business conducted is clearly secondary to the residential use of the Residential Structure and is conducted entirely within the Residential Structure;
- B. the existence or operation of the business is not detectable from outside of the Residential Structure by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- C. the business does not result in an undue volume of traffic or parking within the Property;
- D. the business conforms to all Applicable Laws; and
- E. the business complies with all Governing Documents.

Section 4.06. Satellite Dishes and Antennas. The CARC may adopt Rules and Regulations, consistent with Applicable Laws, regarding the installation of satellite dishes, exterior aerials, antennas of any kind, and any wind-electric generator, further, any such devices may be erected or installed by Declarant, Declarant's Affiliates or by any Builder during its construction of Lots.

Section 4.07. Fences. Other than fences which may be constructed, installed or located by Declarant, Declarant's Affiliates or by a Builder, no fences are permitted on the Property except in accordance with the Design Guidelines and with the prior written approval of the CARC. Each Parcel Owner must maintain any fences on or bordering its Parcel.

Section 4.08. Temporary Structures; Unsightly Conditions. No structure of a temporary character, including a house, trailer, tent, shack, mobile home, storage shed, or outbuilding may be placed or erected upon any Parcel except (i) by Declarant, Declarant's Affiliates or a Builder or (ii) by Owner during construction, alteration, repair or remodeling of Improvements. If placed by Owner, only necessary temporary structures for storage of materials may be erected and maintained. A Parcel Owner's construction or alterations, except during initial construction by Declarant, Declarant's Affiliates or a Builder, of any Improvements must be prosecuted diligently from the commencement until completion. Further, no Owner, except during initial construction by Declarant, Declarant's Affiliates or a Builder, will permit any unsightly conditions or equipment on any Parcel to be visible from a street.

This restriction shall not apply to manufactured housing approved by the CARC.

Section 4.09. Disposition of Trash and Other Debris. No lumber, metals, bulk materials, refuse, wood piles, grass, shrubs, tree clippings, plant waste, or trash shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction, unless such materials are visually screened in a manner approved by the CARC. During the course of construction, each Owner shall insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks, and

the like are kept in a neat and orderly manner. No burning of trash and no accumulation or storage of litter, junk, or trash of any kind shall be permitted on any Parcel. Every Owner must comply with all applicable state and federal regulations with respect to storage and disposal of construction materials and debris, including but not limited to EPA regulations regarding storm water discharge. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, trash containers may be placed in the open on any day that a pick-up is to be made. At all other times, such trash containers shall be stored so that they cannot be seen from adjacent and surrounding property or roads. The CAB and/or the CARC may adopt and promulgate reasonable Rules and Regulations relating to the size, shape, color, location and type of trash containers permitted and the screening of such containers on the Property. The CAB and/or the Enforcement Committee may adopt and promulgate actions to be taken in the case of repeated violations of this Section 4.09, including but not limited to fines being imposed after notification of such violations.

Section 4.10. Placement of Pipeline. Except by Declarant, no water, gas, sewer, or drainage pipes (except hoses and movable pipes used for irrigation purposes) shall be installed or maintained on any Parcel above the surface of the ground, except at the point of connection to the Structure served.

Section 4.11. Natural Resources. Except for areas specifically designated for such purposes by Declarant or the CAB, no Parcel or portion thereof shall be used for mining, boring, quarrying, drilling, removal, or other exploitation of surface or subsurface natural resources. Further, any such activity would be subject to any City of Aurora drilling ordinance.

Section 4.12. Retention Ponds and Detention Ponds. Each Owner acknowledges that in furtherance of developing the Property, retention ponds and/or detention ponds may be constructed within or in proximity to the boundaries of the Property to hold and release storm water in accordance with storm water drainage plans approved by Declarant, the CAB, Urban Drainage and Flood Control District, the City or one or more Districts, as applicable. With the presence of retention ponds or detention ponds, surface water may accumulate within the area of such ponds, and there may be periods of time when the area immediately surrounding a retention pond or detention pond is subject to flooding. Additionally, certain risks and dangers of physical injury and property damage are inherent in the physical configuration of a retention pond and a detention pond. The Benefitted Parties are not liable for any injury, loss or damage arising from such flooding or otherwise arising from the retention ponds or detention ponds.

Section 4.13. Grade and Drainage. Each Owner shall maintain the Established Drainage Pattern on such Owner's Parcel; provided, that a Builder may temporarily alter the Established Drainage Pattern on a Parcel solely during the period of its construction of Improvements on such Parcel. Any alteration in the Established Drainage Pattern for any Parcel other than as permitted in the preceding sentence will result in the full release of the Benefitted Parties as to any and all liabilities or obligations with respect to the Established Drainage Pattern for any Parcel. Each Parcel Owner agrees to indemnify and hold the Benefitted Parties harmless from any and all claims, liabilities, expenses, damages, attorneys' fees, arising out of or relating to any alteration the Established Drainage Pattern.

Section 4.14. Vehicular Parking, Storage and Repairs.

A. Except as may otherwise be provided in the Governing Documents, commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, golf carts and boat trailers, must be parked only in enclosed garages and may not be parked on the street. Notwithstanding the foregoing, recreation vehicles and motor homes may be temporarily parked for a maximum of seventy-two (72) consecutive hours in the driveway of a Parcel. This restriction does not prohibit trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property or any Improvements, or vehicles for temporary loading or delivery services or in the case of an emergency. Stored vehicles and vehicles which are inoperable or do not have current operating licenses, or other vehicles described in the Rules and Regulations, are not permitted in the Property except within enclosed garages. For purposes of this Section 4.14, a vehicle shall be considered "stored" if, for example, it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours.

B. If the CAB determines that a vehicle is parked or stored in violation of subsection A above then the CAB may place a written Notice of Violation on the vehicle, and if the vehicle is not removed within the stated time in the notice, then the CAB may have the vehicle removed and stored at the sole expense of the owner of the vehicle, without any liability for the removal or storage of such vehicle.

C. No maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of any motor vehicles, trailers or boats may be performed or conducted on the Property. The foregoing restriction does not prevent washing and polishing of any motor vehicle, trailer or boat.

Section 4.15. Insurance Risks. No Parcel or Lot may be used for any use, and nothing may be stored on any Parcel or Lot, which would constitute an unusual fire hazard, or which would result in jeopardizing any insurance maintained on other Parcels or Lots within or on any other portion of the Property.

Section 4.16. No Hazardous Activities; No Hazardous Materials or Chemicals. No activities shall be conducted on any Parcel or within Improvements constructed on any Parcel which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Parcel and no open fires shall be lighted or permitted on any Parcel except in a contained barbecue unit while attended and in use for cooking purposes or within an outdoor fire pit powered by natural gas, propane, or something similar. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Parcel except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property. No chemicals, fertilizers, pesticides, herbicides, or hazardous substances shall be used on the Property except normal household quantities of those products which are readily available for consumer use and, as applicable, are approved by a regulatory agency for the intended household use. This Section 4.16 does not apply to the activities of Declarant, Declarant's Affiliates or a Builder.

Section 4.17. Improper Activity. No unlawful, noxious, or offensive activities shall be carried on or maintained on any Parcel, nor shall anything be done or permitted to be done thereon which may be or become an annoyance or a nuisance to surrounding Owners or Residents, as determined in the CAB's discretion. This Section 4.17 does not apply to any activities of Declarant, Declarant's Affiliates or a Builder.

Section 4.18. Damage or Destruction of Structures on Parcels. Any damage to or destruction of any structure or Improvement located on a Parcel shall be promptly repaired and replaced by the Owner of the Parcel, in accordance with this Declaration. "Repaired and replaced," as used in this Section 4.18, means restoring the structure or Improvement to substantially the same condition in which it existed immediately prior to such damage or destruction. Except as otherwise provided in this Declaration, the cost of such repair or replacement shall be the personal obligation of the Owner of the Parcel on which such work was performed.

Section 4.19. No Annoying Lights, Sounds or Odors. No Owner or Resident will permit any light to be emitted from any Parcel or Lot which is unreasonably bright or causes unreasonable glare. No Owner or Resident will permit any sound to be emitted from any Parcel or Lot which is unreasonably loud or annoying and any odor which is noxious or offensive to others. No Owner or Resident will permit any annoying light, sound or odor to be emitted from any Parcel or Lot which may be seen, heard or smelled from another Parcel. In addition to the foregoing, no electromagnetic, light, laser, or any physical emission which might interfere with aircraft, navigation, communications or navigational aids are permitted. No Owner or Resident will operate any drone over or within the Property except in accordance with Applicable Laws, including, without limitation, rules, regulations and guidelines of the Federal Aviation Administration. This Section 4.19 does not apply to the activities of Declarant, Declarant's Affiliates or a Builder.

Section 4.20. Easement Areas. By taking title to any Parcel, each Owner acknowledges that certain portions of the Property are subject to easement rights in favor of governmental, quasi-governmental and other parties, including easements for the benefit of utility providers, and one or more Districts and the CAB, among others, pursuant to a plat or other document creating such easement rights recorded in the Recorder's Office. No Owner may use any portion of the Property or place any trees, structures, fences, or other Improvements on any portion of the Property that would violate any use restrictions contained in any easement, plat or other document creating easement rights.

Section 4.21. Covenants of Owners. Owners, Residents, Builders, their agents and representatives, shall not refuse to sell or rent or to negotiate for the sale or rental of any portion of the Property to any Person because of race, color, religion, gender, or national origin. Any restrictive covenant on the Property relating to race, color, religion, gender, or national origin in the sale or rental of property, now or in the future, is void and specifically disclaimed.

Declarant shall be deemed a beneficiary of this covenant and this covenant shall run with the land in favor of Declarant for the entire period during which this covenant remains in force and effect without regard to Declarant's ownership of any land or interest therein to which this covenant relates.

In the event of any breach of any such covenant, Declarant shall have the right to exercise all rights and remedies at law, in equity or under the Governing Documents, and to maintain any actions at law or suits in equity or other proceedings to enforce the curing of such breach.

Section 4.22. Residents Bound. All provisions of the Declaration, any applicable Supplemental Declaration, and any Rules and Regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Residents, guests and invitees of any Parcel. Every Owner shall cause all Residents of his or her Parcel to comply with the Governing Documents. Every Owner shall be responsible for all violations caused by such Residents, notwithstanding the fact that such Residents of a Parcel are fully liable and may be sanctioned for any violation of the Governing Documents.

Section 4.23. Design Guidelines. Further use restrictions and other covenants and conditions applicable to all of the Property are in the Design Guidelines and the Rules and Regulations.

Section 4.24. Violation of Documents. If any Owner or Resident are in Violation of this Article IV, then in addition to any enforcement and remedies available to the CAB, and in accordance with the procedures in Section 6.05, the Enforcement Committee may invoke any one or more of the following remedies: (a) levy Fines upon such Owner for each Violation; (b) cause the Violation to be cured and charge the cost thereof to such Owner; and (c) obtain injunctive relief against the continuance of such Violation. Before invoking any of the foregoing remedies, the Enforcement Committee shall give such Owner prior written notice of the Violation, including a specific description of the Violation and require Owner to take such action as may be necessary to remedy the Violation, including the time period in which the Violation is to be remedied, which time period may not exceed forty-five (45) days.

ARTICLE V

ANNEXATION OF ADDITIONAL LANDS; VILLAGE DESIGNATIONS

Section 5.01. Annexation by Declarant. Until the expiration of the Declarant Rights Period, Declarant may from time to time subject to the provisions of this Declaration all or any portion of the real property identified in **Exhibit B ("Declarant Annexation Property")**, by Recording one or more Supplemental Declarations describing the additional property to be subjected to this Declaration. A Supplemental Declaration Recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to annex property pursuant to this Section shall expire at such time as the Declarant Rights Period has expired. Until then, Declarant may grant, transfer, or assign this right in whole or in part to any Person who is the Builder of at least a portion of The Aurora Highlands. Any such grant, transfer, or assignment shall be memorialized in a Recorded, written instrument executed by Declarant.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration. No assurances are made by the Declarant as to whether the Declarant will exercise its right to annex additional property or the order in which any such additional property shall be annexed, if at all. Additional property may be subjected to this Declaration at any time, and from time to time, and in any order, at Declarant's sole discretion.

Section 5.02. Additional Covenants and Easements. During the Declarant Rights Period, Declarant may subject any portion of the Property to additional covenants and easements and restrictions. Such additional covenants, easements, and restrictions may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of such Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as they apply to the subject property in order to reflect the different character and intended use of such property.

Section 5.03. Effect of Filing Supplemental Declaration. A Supplemental Declaration shall be effective upon its Recording unless otherwise specified in such Supplemental Declaration.

Section 5.04. Villages. Every Parcel shall be located within a Village as defined in Article I. The Parcels within a particular Village may be subjected to an additional Village Declaration and may be members of a Village. No Village Declaration shall be recorded by any Builder without the prior written approval of Declarant, during the Declarant Rights Period. Further, a Builder may also develop a neighborhood inside a Village and, with the prior written approval of Declarant, a neighborhood association for such neighborhood ("Neighborhood Association"), by the filing of a declaration ("Neighborhood Declaration") which Neighborhood Association and Neighborhood Declaration will be subject to the Village Association and Village Declaration as well as subject to this Declaration.

The Declarant shall use Supplemental Declarations filed to subject additional property to this Declaration and/or designate Villages to initially assign the property described therein to a specific Village by name, which Village may be then existing or newly created. The Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to re-designate or modify Village boundaries at any time prior to the expiration of the Declarant Rights Period; provided, two (2) or more Villages shall not be combined without the consent of the affected Villages, and the consent of the Declarant during the Declarant Rights Period.

ARTICLE VI COVENANT ENFORCEMENT

Section 6.01. Committee. Declarant grants the CAB the right to establish an Enforcement Committee and, upon its establishment, the members of the Enforcement Committee will be appointed and removed by the CAB. The Enforcement Committee shall be responsible for the ministerial administration and enforcement of the Governing Documents, and has the right to: (a) accept complaints for Violations of the Governing Documents; (b) submit complaints regarding Violations of the Governing Documents; (c) inspect the Property for Violations of the Governing Documents; (d) issue various notices to Owners regarding the Governing Documents; and (e) provide all ministerial administration and enforcement of the Governing Documents.

Section 6.02. Enforcement Committee Membership and Organization. The Enforcement Committee will be composed of not less than three (3) nor more than seven (7) persons. The CAB

may adopt Rules and Regulations concerning the governance, structure, and practices of the Enforcement Committee, including, without limitation, any right to appeal a decision by the Enforcement Committee to the CAB.

Section 6.03. Purpose and General Authority. The Enforcement Committee shall review all complaints and notifications provided by Declarant, Declarant's Affiliates, an Owner, one or more of the Districts, or the CARC regarding any alleged Violation. The Enforcement Committee also has the right to make an investigation on its own regarding potential Violations. The Enforcement Committee has the authority to determine whether a Violation has occurred by any Owner, and upon such determination, may issue to an Owner a Notice of Violation identifying the particular circumstances or conditions of the Violation and require Owner to take such action as may be necessary to correct, remedy or otherwise remove the Violation, including the time period in which the Violation is to be remedied as further set forth in Section 6.05.

Section 6.04. Fees and Expenses. All expenses of the Enforcement Committee must be paid by the CAB with revenues derived from that portion of the Property with respect to which the Enforcement Committee's services are required or performed. The CAB has the right to charge Fees and Fines for costs of enforcement of the Governing Documents and the costs incurred to correct, remedy or otherwise remedy Violations, in amounts which may be established by the Enforcement Committee from time to time. The CAB or the private management company hired by the CAB shall provide the Enforcement Committee with staff for the recording of committee meeting minutes and assistance with other administrative needs.

Section 6.05. General Inspections Violation Identified by Another Owner; Notice and Hearing Remedies.

A. General Inspection. Any member or authorized agent or consultant of the Enforcement Committee or the CARC, or any authorized officer, director, employee or agent of the CAB may enter upon any Parcel, at any reasonable time after notice to Owner, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Property for alleged Violations of the Governing Documents, or to read a utility meter or to verify any utility matter.

B. Notice of Alleged Violation; Right to a Hearing. If (i) an investigation or inspection reveals that any part or portion of a Parcel or Lot is not in compliance with the Governing Documents, (ii) the CARC has submitted a Notice of Noncompliance with respect to a Parcel or Lot, or (iii) another Owner has submitted a complaint in accordance with the Rules and Regulations, the Enforcement Committee may send a notice of alleged Violation (a "**Notice of Alleged Violation**") to the Owner of such Parcel or Lot in accordance with the Rules and Regulations. Upon receipt of a Notice of Alleged Violation, an Owner shall be entitled to request a hearing with respect thereto in accordance with the Rules and Regulations.

C. Remedies. If, after receipt of the Notice of Alleged Violation and, to the extent requested in accordance with the Rules and Regulations, any hearing requested by an Owner, such Owner is found by the Enforcement Committee to be in Violation of the Governing Documents and fails to remedy the Violation within the time period specified in the notice of violation ("**Notice**"),

of Violation") issued pursuant to the Rules and Regulations, the CAB shall have all remedies available to it at law or in equity, including, without limitation, the following remedies:

- (1) the CAB may Record a Notice of Violation or lien against the Parcel or Lot on which the Violation exists;
- (2) the CAB has the right to remove, correct or otherwise remedy any Violation in any manner the Enforcement Committee deems appropriate;
- (3) the CAB may file an action for injunctive relief to cause an existing Violation to be brought into compliance with the Governing Documents and the CAB shall recover all costs and attorneys' fees associated with bringing the action;
- (4) the CAB may levy reasonable Fines for such Violation;
- (5) the CAB may collect, and shall have a lien against the Parcel or Lot subject to the Violation to secure, (1) payment for reimbursement by the violating Owner for any remedial work performed by the CAB or a District to remove, correct or otherwise remedy the Violation, (2) payment for expenses incurred in obtaining injunctive relief, including costs and attorneys' fees, plus the following amounts, to the extent not inconsistent with Applicable Laws, (3) interest on such amount at a rate equal to eighteen percent (18%), and (4) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees.

D. Deemed Nuisances. Every Violation constitutes a nuisance, and every remedy allowed for such Violation at law, in equity or under the Governing Documents against the violating Owner is available to the CAB.

E. Access Easement. Each Parcel is subject to an easement in favor of the CAB, the Enforcement Committee and the CARC, including their respective members, employees, agents and representatives, for the performance of any actions contemplated by this Article VI. All Persons performing such work shall use reasonable efforts to minimize interference with Owner's use and enjoyment of the Parcel and Lot when performing such work.

Section 6.06. **No Liability**. Neither the Enforcement Committee nor the CAB are liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damages or in equity. In reviewing any alleged Violation, the Enforcement Committee and/or the CAB are not responsible for any issue related to the alleged Violation. No Owner or other Person is a third-party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Enforcement Committee and/or the CAB. Each Owner (i) waives and releases the Benefited Parties from all Claims related to the actions of the Enforcement Committee and/or the CAB, and (ii) waives and releases all Claims against the Benefited Parties. The foregoing release and waiver is made by each Owner and Resident to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Enforcement Committee members, acting in that capacity, shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad

faith. The Enforcement Committee members, acting in that capacity, shall have no personal liability with respect to any contract or other commitment made or action taken on behalf of the CAB.

ARTICLE VII EASEMENTS

Section 7.01. Easements for Access. Declarant declares, establishes, grants, and reserves easements over each Parcel in favor of Declarant, its Affiliates, the CAB and the District, including each of their respective designees (such as the CARC or the Enforcement Committee) agents, contractors and employees, for performing maintenance, repair, or replacement or other services, including, without limitation, enforcement of any provision in the Governing Documents. The access easements granted in this Section 7.01 may be exercised only during reasonable hours after reasonable notice to the Owner of any affected Parcel or Lot; provided, however, that no such notice is required in connection with any exterior, non-intrusive maintenance and in emergency situations entry upon a Parcel may be made at any time, provided that Owner is notified of impending emergency entry as early as is reasonably possible. The interior of any Residential Structure on a Parcel is not subject to the easements provided for in this Section. The Person(s) exercising these easement rights shall be responsible for leaving each Parcel in good condition and repair following any work or activity undertaken in an easement area, provided that this obligation shall not extend to Structures or things which have not been approved by the CARC or are in violation of the Governing Documents.

Section 7.02. Easement for Maintenance. Declarant declares, establishes, grants, and reserves easements over each Parcel in favor of Declarant, its Affiliates, the CAB and one or more of the Districts, including each of their respective agents, contractors, and employees for performing maintenance, repair, or replacement of the underdrain system, at its sole discretion and without obligation.

Section 7.03. Additional Easements. Until such time, if any, as Declarant subjects any additional property to this Declaration, and after such time, if any, as Declarant withdraws any portion of the Property from this Declaration, Declarant, and Declarant's Affiliates shall have whatever easements are reasonably necessary or desirable across the Property for access to and utility services for the additional property added to, or the portion of the Property withdrawn from, the Property, as the case may be.

Section 7.04. Limitations on Easements. The easements established pursuant to this Declaration (a) shall in no way affect, avoid, extinguish, or modify any other covenants, easements, limitations, reservations, or restrictions affecting all or part of the Property recorded prior to this Declaration, and (b) shall not be interpreted or construed as preventing or precluding the construction, operation, and use of any Lot or Parcel which is otherwise permitted by the terms of this Declaration.

Section 7.05. Recorded Easements. In addition to all easements and rights-of-way of record at or before this Declaration, the Property, and all portions thereof, are subject to the easements shown on any plat of the Property.

Section 7.06. Acknowledgment of Inconvenience. Each Owner agrees that there are inconveniences which will accompany the construction of the Property, including, without limitation, construction noise, portable toilets, construction traffic, uncompleted buildings, areas not landscaped, potholes, construction supplies stored in plain view, and general inconvenience associated with construction sites and related issues. Each Owner, by taking title to any Parcel, waives any claims associated with the inconveniences, nuisance and hazards associated with such construction.

Section 7.07. No Encroachment or Obstruction. No Person shall construct, maintain, or place any trees, fences, Structures, Improvements, or other objects on, over, or above any portion of an easement area that would violate any use restrictions contained in any easement, plat or other Improvements on any portion of the Property. In the event that any Person violates the restrictions in this Section, the CAB and/or the Enforcement Committee may enter upon the easement area and remove such violating obstruction, and assess the removal costs and restoration costs thereof to the violator as a Fine. The Person(s) exercising the easement rights described in this Section may clear the assessment area and any drainage area of all trees (including any overhanging branches), landscaping, or other things which may obstruct or hinder the use of the easements and rights-of-way granted in that Section or which encroach upon or affect drainage in such easement area.

Section 7.08. Reservation of Rights for Utilities. Declarant reserves the right to build, maintain, repair, sell, grant, dedicate or lease all utilities and streets in the Property during the Declarant Rights Period. Title to any Parcel or portion thereof shall not include title to any utility lines in, on, over, or under the utility easement area or any street. Declarant expressly reserves the right for itself, its successors, assigns and designees, to construct, operate, maintain, repair, remove, and replace utility lines in the utility easement area. The conveyance of a Parcel shall not convey any right to any utility lines located in the utility easement area on such Parcel.

Section 7.09. Easements for Waterways, and Drainage Areas. Declarant reserves for itself and the CAB, its successors, assigns, and designees of each, the non-exclusive right and easement, but not the obligation, to enter upon any waterways and drainage areas located within the Property (a) to install, keep, maintain and replace pumps in order to obtain water for the irrigation of any portion of the Property, (b) to construct, maintain and repair any wall, dam, or other structure retaining water therein, and (c) to remove trash and other debris and fulfill any other maintenance responsibilities as provided in this Declaration. The Declarant, the CAB, and their designees shall have an access easement over and across any of the Property abutting or containing any portion of any of the rivers, ponds, streams, drainage areas, detention areas, or wetlands to the extent reasonably necessary to exercise their rights and responsibilities under this Section.

There is further reserved, for the benefit of Declarant, the CAB, and their designees, a perpetual, non-exclusive right and easement of access and encroachment over and across the rear fifteen feet (15') of each Parcel adjacent to a detention pond or drainage easement, as shown on a plat, (but not the Structures or Improvements thereon) all within the Property, in order to enter upon and across such portions of the Property for the purpose of exercising its or their rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair

any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding from any cause, including without limitation, due to hurricanes, heavy rainfall, or other natural disasters.

Section 7.10. Reserved.

ARTICLE VIII RESERVED DECLARANT RIGHTS

Section 8.01. Declarant Rights. Declarant reserves for itself and its successors and assigns the right during the Declarant Rights Period to perform the acts and exercise the rights set forth in this Article VIII and elsewhere in this Declaration.

Section 8.02. Annexation of Additional Property. Declarant reserves the unilateral right to add additional real property to the Property until the expiration of the Declarant Rights Period, as provided in Article V.

Section 8.03. Withdrawal of Property. Declarant reserves the unilateral right to amend this Declaration until the expiration of the Declarant Rights Period, for the purpose of removing unimproved portions of the Property from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. For purposes of this Section 8.03, the term "unimproved" means no above ground, vertical improvements located on such property.

Section 8.04. Completion of Improvements. The right to construct and complete Improvements within the Property.

Section 8.05. Marketing and Sales Activities. Declarant and other parties authorized by Declarant by written assignment may construct and maintain upon portions of the Property such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Parcels, including, but not limited to, construction offices, business offices, signs, flags, model homes, information centers, and sales offices, which may be relocated or removed by Declarant from time to time at Declarant's discretion. Declarant and such other authorized parties shall have easements for access to and use of such facilities at no charge.

Section 8.06. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights and obligations set forth in this Declaration or the Governing Documents may be transferred by Declarant in whole or in part to other Persons; provided, the transfer shall not reduce any obligation nor enlarge any right beyond that which Declarant has under this Declaration or the Governing Documents. No such transfer or assignment shall be effective unless it is in a Recorded written instrument signed by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case, it shall not be necessary to Record an assignment.

Section 8.07. Easement to Inspect and Right to Correct. Declarant reserves the right to (but is under no obligation), for itself, and others it may designate, inspect, monitor, test, redesign, and correct

any structure, improvement, or condition which may exist on any portion of the Property, including Parcels, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Parcel shall be only after reasonable notice to the Owner and no entry into a Residential Structure shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

Section 8.08. Subdivision or Replatting of Parcels. Declarant reserves the right to subdivide, replat, or make boundary line adjustments for any Parcel owned by Declarant, which right shall include the right to create condominium projects on any Parcel owned by Declarant. Each such subdivision or replatting may change the number of Parcels in the Property. The foregoing reservation includes the right to move any boundary lines on Parcels for the purpose of accommodating Improvements which are or may be constructed.

Section 8.09. Rules and Regulations. The right to adopt Rules and Regulations that are not inconsistent with the CAB's Rules and Regulations.

Section 8.10. Additional Covenants. The right to subject portions of the Property owned by Declarant or Declarant's Affiliates to additional or different covenants, conditions, terms, and restrictions, as Declarant may determine.

Section 8.11. Governmental Interests. At any time prior to the expiration of the Declarant Rights Period, the Association shall permit the Declarant authority to designate sites within the Property which may include District or community facilities, for fire, police, water, and sewer facilities, public schools and parks, trails and green belts, drainage facilities, and other public facilities.

Section 8.12. Exercise of Rights. Declarant reserves the right to exercise any Declarant Rights reserved in this Declaration. Where required by Declarant's exercise of its Declarant Rights, Declarant shall Record an amendment to this Declaration, and a plat or map, as appropriate, reflecting the changes in this Declaration and/or the plat or map occasioned by the exercise of such Declarant Rights. No consent will be required from the Owners, the CAB, the CARC, the District, any First Mortgagee, or any other person for Declarant to exercise such rights and any amendment to this Declaration and/or plat or map required to implement the same may be executed solely by Declarant.

Section 8.13. Termination of Rights. Unless otherwise specifically provided herein, each of the Declarant Rights reserved in this Declaration shall terminate at the option of the Declarant by Recording a written notice in the Records, but in any event such Declarant Rights shall terminate without further act or deed upon the termination of the Declarant Rights Period, unless extended as allowed by Applicable Laws. In the event of a conflict in this Declaration regarding the length of time a particular Declarant Right is reserved, the longer period of reservation shall apply.

Section 8.14. NO ADOPTION OR RECORDATION BY A VILLAGE OR NEIGHBORHOOD. DURING THE DECLARANT RIGHTS PERIOD, NO VILLAGE OR NEIGHBORHOOD SHALL ADOPT OR RECORD ANY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OR DECLARATION OF CONDOMINIUM OR SIMILAR INSTRUMENT, OR ADOPT OR MODIFY ANY ARTICLES OF INCORPORATION, BY-LAWS OR OTHER

SIMILAR GOVERNING DOCUMENTS AFFECTING ANY PORTION OF THE PROPERTY WITHOUT DECLARANT'S REVIEW AND WRITTEN CONSENT THERETO, AND ANY ATTEMPTED RECORDATION WITHOUT COMPLIANCE HERewith SHALL RESULT IN SUCH INSTRUMENT OR INSTRUMENTS BEING VOID AND OF NO FORCE AND EFFECT UNLESS SUBSEQUENTLY APPROVED BY RECORDED CONSENT SIGNED BY DECLARANT. ANY OF SUCH GOVERNING DOCUMENTS MUST AFFIRMATIVELY STATE, AND EACH VILLAGE OR NEIGHBORHOOD IS OBLIGATED TO INSERT IN SUCH GOVERNING DOCUMENTS, A CLAUSE INCORPORATING THIS DECLARATION AND ALL OF THE OBLIGATIONS, TERMS, COVENANTS AND CONDITIONS HEREIN INTO SUCH VILLAGE OR NEIGHBORHOOD DOCUMENTS BY REFERENCE. AFTER THE DECLARANT RIGHTS PERIOD HAS EXPIRED, SUCH APPROVAL RIGHTS SHALL PASS TO THE CAB.

ARTICLE IX ALTERNATIVE DISPUTE RESOLUTION

Section 9.01. Definitions Applicable to this Article IX. For purposes of this Article IX only, the following terms have the meanings set forth in the foregoing Sections 9.02 through 9.10.

Section 9.02. "JAG" means the Judicial Arbiter Group or any other Person agreed to by the Claimant and Respondent in writing for the purpose of performing the functions of the Judicial Arbiter Group under this Declaration with a minimum of ten (10) years' experience in the subject matter of the dispute. In the event that the Judicial Arbiter Group becomes unwilling or unable to perform its functions under this Declaration, JAG shall refer to any organization in the Denver Metropolitan designated by the Declarant that specializes in the provision of impartial mediation and arbitration services and that has minimum of ten (10) years' experience in the provision of such services.

Section 9.03. "Bound Party" means each of the Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Article IX. Notwithstanding the foregoing, "Bound Party" does not include any of the parties identified in this Section 9.03 if such parties have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim; in such circumstance, the dispute resolution mechanism set forth in such separate written agreement between such parties shall apply with respect to such Claim unless the parties mutually agree to submit such Claim to the provisions of this Article IX.

Section 9.04. "Claimant" means any Bound Party having a Claim.

Section 9.05. "Claim" means, except as exempted by the terms of this Article IX, any claim, grievance or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based, including but not limited to those arising out of or related to (i) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Bound Party under any of the Governing Documents; or (ii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party, (iii) any claim, grievance or dispute involving allegations of defects in the design or construction of any Improvements; and (iv) any claim, grievance or dispute subject to

the provisions of the Construction Defect Action Reform Act, Colo. Rev. Stat. § 13-20-801 to - 808, as it may be amended from time to time.

Section 9.06. "Notice" means the written notification given by a Claimant to a Respondent and which shall comply with the requirements of this Article IX.

Section 9.07. "Party" means the Claimant and the Respondent individually; "Parties" means the Claimant and the Respondent collectively.

Section 9.08. "Respondent" means any Bound Party against whom a Claimant asserts a Claim.

Section 9.09. "Termination of Mediation" means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or agreed to by the Parties) and upon the expiration of which the Parties have not settled the Claim.

Section 9.10. "Termination of Negotiations" means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

Section 9.11. Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation. Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in this Article IX. By acceptance of deed to a Parcel, each Owner agrees to abide by the terms in this Article IX. Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article IX.

Section 9.12. Commencement or Pursuit of Claim Against Bound Party. A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article IX. Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 9.13. Claims. Unless specifically exempted below, all Claims between any of the Bound Parties are subject to the provisions of Article XI. Notwithstanding the foregoing, unless all Parties otherwise agree, the following are not Claims and shall not be subject to the provisions of this Article IX:

A. any suit by the CAB, the District, or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as a court may deem necessary in order to enforce any of the provisions of this Declaration;

B. any suit between or among Owners, which does not also include Declarant, Declarant's Affiliates, the District, the CAB, the CARC, or the Enforcement Committee as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

C. any suit in which any indispensable party is not a Bound Party.

Section 9.14. Mandatory Procedure. Prior to proceeding with any Claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely;

- A. the nature of the Claim, including all Persons involved and Respondent's role in the Claim;
- B. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- C. the proposed remedy; and
- D. the fact that Claimant will give the Respondent an opportunity to inspect all Property and Improvements potentially involved with the Claim, and that Claimant will meet with Respondent not sooner than thirty (30) days after such inspection to discuss in good faith ways to resolve the Claim.

Section 9.15. Negotiation and Mediation. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, any Party may appoint a representative to assist the Parties in negotiation.

Upon a Termination of Negotiations, Claimant has thirty (30) days to submit the Claim to mediation under the auspices of JAG in accordance with the rules of JAG in effect on the date of the notice that is provided for in this Article IX.

If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant waives the Claim, and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim.

Any settlement of the Claim through mediation must be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator must issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

Each Party will bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

If the Parties agree to a resolution of any Claim through negotiation or mediation and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article IX. In such event, the Party taking action to enforce the agreement will recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

Section 9.16. Binding Arbitration. Upon Termination of Mediation, if Claimant desires to pursue the Claim, Claimant may initiate final, binding arbitration of the Claim under the auspices of JAG

in accordance with the rules of JAG in effect on the date of the Notice that is provided for in this Article IX. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, one arbitrator who has expertise in the areas of dispute, which may include legal expertise if legal issues are involved, will arbitrate the dispute.

Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

Section 9.17. Award. The award of the arbitrator must be accompanied by detailed written findings of fact and conclusions of law. Except as required by Applicable Laws or for confirmation of an award, neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties.

Section 9.18 Amendment

THE PROVISIONS OF THIS ARTICLE IX INURE TO THE BENEFIT OF DECLARANT AND (AND ALL OTHER PARTIES DESCRIBED IN THIS ARTICLE IX) AND, NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF ARTICLE IX ABOVE, SHALL NOT BE AMENDED OR TERMINATED WITHOUT THE WRITTEN AND RECORDED CONSENT OF DECLARANT, WITHOUT REGARD TO WHETHER DECLARANT OWNS ANY PARCEL AT THE TIME OF SUCH AMENDMENT. BY TAKING TITLE TO A PARCEL, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE IX ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S AND THE DEVELOPMENT PARTIES' WILLINGNESS TO DEVELOP AND SELL THE PARCELS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS ARTICLE IX, DECLARANT AND THE PARTIES WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE PARCELS FOR THE PRICES PAID BY THE ORIGINAL BUYERS.

Section 9.19 Reformation.

IN THE EVENT THAT THE PROVISIONS OF THIS ARTICLE IX CONFLICT WITH ANY MANDATORY PROVISIONS OF APPLICABLE LAWS, THE PROVISIONS OF THIS ARTICLE IX SHALL BE REVISED TO THE MINIMUM EXTENT NECESSARY TO COMPLY WITH THE MANDATORY PROVISIONS OF SUCH LAWS.

Section 9.20 Waiver of Trial by Jury

IN THE EVENT THAT A COURT FINDS THAT THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS ARTICLE IX ARE UNENFORCEABLE AND AS A RESULT A PARTY IS ALLOWED TO BRING A CLAIM IN COURT, ALL PARTIES AGREE THAT ANY LAWSUIT, WHETHER CLAIM, COUNTERCLAIM OR OTHERWISE, BROUGHT IN COURT SHALL BE TRIED ONLY BY A JUDGE AND NOT BY A JURY; AND

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT.

ARTICLE X DURATION AND AMENDMENT

Section 10.01. Duration and Termination. This Declaration shall run with and bind the Property and all Owners and Residents, from the date of Recording, until December 31, 2070. Upon expiration, this Declaration automatically shall be extended for successive ten (10) year periods unless terminated before December 31, 2070 or before the expiration of each successive ten (10) year extension period. This Declaration may be terminated at any time during the initial term or any successive ten (10) year term only by an affirmative vote or written consent (witnessed and notarized) of Owners representing at least seventy-five percent (75%) of the votes in the Association, and during the Declarant Rights Period, with the prior written consent of Declarant.

Section 10.02. Amendment. In addition to specific amendment rights granted elsewhere in this Declaration, Declarant may unilaterally amend this Declaration during the Declarant Rights Period if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Parcels; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee Mortgage loans on the Parcels; or (d) to satisfy the requirements of any local, state, or federal governmental agency.

Additionally, except as otherwise provided in this Declaration, and except for provisions of this Declaration regarding the rights and obligations of Declarant or Declarant's Affiliates, which may not be amended without Declarant's prior written consent, this Declaration may be amended by the vote of Owners holding at least sixty-seven percent (67%) of the votes allocated to Parcels subject to this Declaration at the time notice is provided to Owners of a vote on the proposed amendment, as determined by the CAB in its discretion; provided that, until the expiration of the Declarant Rights Period, no amendment of this Declaration shall be effective without the prior written consent of the Declarant and the CAB.

Unless a later effective date is specified therein, amendments to this Declaration shall become effective upon Recordation. Any procedural challenge to an amendment must be made in writing within thirty (30) days of its Recordation. In no event shall a change of conditions or circumstances operate to terminate or amend any provisions of this Declaration.

ARTICLE XI DISCLOSURES AND DISCLAIMERS

Section 11.01. No Liability for Condition of the Property/Nuisances/Hazards Associated with Adjacent Lands. By purchasing a Parcel, or any portion thereof, each Owner acknowledges that the Parcel may be located adjacent to or in relatively close proximity to property utilized for

commercial and other non-residential uses (collectively the "**Adjacent Properties**") and further the Parcel may be built on land affected by amendment to the land or soil conditions (including expansive soils corrections) resulting from construction, engineering, grading, and soil preparation. Owners recognize and assume the risks of owning property adjacent to or within relatively close proximity to the Adjacent Properties and the risks of the condition of the land and soils. Such risks include, without limitation: (i) expansive soils conditions and drainage issues on or under the Property; and (ii) injury to person and property arising out of, or resulting from, the operation, maintenance and use of the Adjacent Properties, noise associated with the Adjacent Properties, noise, odors, and attractive nuisances to children (all of the above being collectively referred to as the "**Property Risks**"). The Benefitted Parties have no liability for any personal injury or property damage resulting from the Property Risks. By virtue of taking title to a Parcel or a Lot subject to this Declaration, each Owner for itself and its heirs, personal representatives, executors, tenants, successors, assigns, invitees and licensees: (i) assumes the risk of loss, injury or damage to property or persons resulting from the Property Risks; (ii) agrees to obtain such policies of insurance as may be necessary to insure such Owner and Resident from injury or damage to property or person resulting from the Property Risks; (iii) releases and holds harmless the Benefitted Parties and discharges from any liability for any personal injury or property damage resulting from the Property Risks, including, without limitation, arising from the negligence of Declarant's, agents, contractors, subcontractors, employees, officers, successors, assigns, guests, or invitees; and (iv) indemnifies (including the payment of reasonable costs and attorneys' fees) the Benefitted Parties from and against any claims, actions, suits, demands and compensations, either at law or in equity, brought against or incurred by the Benefitted Parties for or on account of any damage, loss, or injury either to person or property, or both, resulting directly or indirectly from the Property Risks.

Section 11.02. Land/Use Documents. The Property is being developed in accordance with the land use regulations of the City. Declarant, for itself, its successors and assigns, reserves the right to obtain modifications and amendments to all land use documents, subject to the approval of the City. Such modifications and amendments could change the uses of the Property and adjacent and nearby land from the uses which are set forth in the land use documents. Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the Development can or will be carried out, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that such use will continue in effect.

Section 11.03. Future Development and Views. Owners acknowledge that existing views, if any, of the immediate and surrounding areas and mountains may be subject to change or elimination as a result of future development of non-residential and residential uses, road construction, tree growth and landscaping. Declarant, Declarant's Affiliates, or Builders may charge premium prices for similar houses or lots depending on a variety of factors, which may include location, lot size, cul-de-sac frontage, solar orientation, or proximity to open space. The market value of these factors may be subjective. No Builder is authorized to represent a premium price as a "view" premium. Neither Declarant nor Declarant's Affiliates assume any responsibility for any representation or promise made by a Builder, sales counselor, independent broker, or other agent or employee of a

homebuilder with regard to premium prices. Each Owner acknowledges that development within and surrounding the Development may continue for an indefinite period, and that plans for the density, type, and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Development, views of or from the Development, the Parcels or the Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust, and other inconveniences or disruptions. By accepting a deed to a Parcel or a Lot, each Owner accepts title to such Parcel or Lot, as applicable, subject to the foregoing, and waives and releases any claim against the Benefitted Parties arising out of or associated with any of the foregoing.

Section 11.04. Separate Ownership of Surface and Subsurface Rights. Ownership of subsurface rights, including mineral rights, oil, gas, and other hydrocarbons, underlying the Property are separate from surface rights. The owners of such mineral rights, oil, gas and other hydrocarbons and their successors, assignees, and lessees reserve the right to exercise all rights of exploration, extraction and removal of the same as allowed by Applicable Laws.

Section 11.05. Safety and Security. Each Owner and Resident is responsible for their own personal safety and the security of their property in the Development. The Declarant may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security of the Property in accordance with Applicable Laws.

NONE OF THE BENEFITTED PARTIES SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY OR SAFETY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SAFETY MEASURE OR SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH IT IS DESIGNATED OR INTENDED. EACH OWNER AND RESIDENT ACKNOWLEDGES AND AGREES THAT THE BENEFITTED PARTIES ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY RESULTING FROM ACTS OF THIRD PARTIES.

Section 11.06. Disruption from Development and Construction. Declarant makes no warranties or representations whatsoever that construction and development will not cause certain disruptions and inconveniences to Owners or Residents. In that regard, each Owner acknowledges and agrees that construction and development is likely to cause noise, dirt, dust, odors, traffic disruption, temporary closure of facilities and other inconveniences associated with construction and development.

Section 11.07. View Impairment. None of the Benefitted Parties guarantee or represent that any view over and across the Parcels or other structures or Improvements, or that any open space will

be preserved without impairment, nor is there any obligation to relocate, prune, or thin trees or other landscaping. Declarant has the right to add trees, walls, fences, berms, or other structures, signs, lighting, water features and other landscaping from time to time, without regard to any view impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 11.08. Waiver of Liability. None of the Benefited Parties, shall be liable in damages to anyone submitting plans or specifications for any structure to be constructed, remodeled, or moved onto any Parcel or improvements to be conducted on any Parcel, or to any Owner, Resident, or third party, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with (1) the approval or disapproval or failure to approve any such Plans or Specifications, (2) the inspection, failure to inspect, issuance of a certificate as authorized by Section 3.13 above, or the failure to issue such certificate, or (3) the failure of any such indemnified parties to enforce any of the requirements of this Declaration requiring the submission of Plans and Specifications, a description of uses, or a grading plan for approval by the CARC. Every person who submits plans to the CARC for approval agrees, by submission of such plans, and every Owner and Resident agrees, by accepting a Deed or other conveyance to a Parcel or interest therein, that it will not bring any action or suit against such parties to recover any such damages, and that if it should violate this agreement not to bring any such suit or action, it shall pay all costs and expenses, including, but not limited to, court costs and attorneys' fees incurred by any party defending any such action or suit.

Section 11.09. Development Within and Surrounding the Property. Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property, the Parcels, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Parcel, each Owner accepts title to such Parcel, as applicable, subject to the foregoing, and waives and releases any claim against the Benefited Parties, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 11.08 (Waiver of Liability) shall apply to this Section 11.09.

Section 11.10. Cooperative Advertising Program. Each Builder agrees to participate in the Planned Community cooperative advertising program and to pay to Seller, or its designee, a cooperative advertising fee (the "**Cooperative Advertising Fee**") in an amount equal to one percent (1%) of the gross sales revenue derived by Builder from the sale of each Residential Structure constructed on the Property, a portion of which may be used to create and staff a sales information center.

ARTICLE XII GENERAL PROVISIONS

Section 12.01. No Interference with Declarant Rights. No Owner, the District, the CAB, the CARC, nor any other Person, may take any action or adopt any Rule or Regulation, including, without limitation, amending or modifying this Declaration, or any other Governing Documents that alters, interferes with or diminishes any of Declarant Rights, without Declarant's prior written consent. Any action taken in violation of this Section 12.01 shall be null and void and have no force or effect. Every Person that acquires any interest in the Property acknowledges that the development is likely to extend over many years, and agrees not to protest, challenge, or otherwise object to (a) changes in uses or density of property inside or outside the Village or Parcel in which such Person holds an interest, or (b) changes in the master plan of development for The Aurora Highlands as it relates to property inside or outside the Village or Parcel in which such Person holds an interest.

Section 12.02. Limitation on Liability. The Benefited Parties shall not be liable to any Person for any action or for any failure to act arising out of the Governing Documents, if any, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, none of the Benefited Parties waive, and no provision of this Declaration is a waiver of, the immunities and limitations to which any Benefited Party has as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. as amended. Any releases and waivers in this Declaration apply to this Section 12.02.

Section 12.03. No Representations, Guaranties or Warranties. To the fullest extent permitted by Colorado law, the Benefited Parties disclaim all warranties of any kind, express or implied, including, without limitation, any implied warranties or habitability, suitability, or fitness for a particular purpose, and no representations, guaranties or warranties of any kind, express or implied, including, without limitation, any implied warranties of habitability, suitability, or fitness for a particular purpose are given or made by any Benefitted Parties, in connection with any portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects in design or construction, zoning, compliance with Applicable Laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically set forth in writing.

Section 12.04. Headings. This Article, Section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions hereof.

Section 12.05. Action. Any action that has been or may be taken by the Benefited Parties, may be taken "at any time, from time to time." Each provision that authorizes, directs or permits action shall be deemed to include such language.

Section 12.06. Sole Discretion. All actions which are to be taken by, or on behalf of, the Benefited Parties, shall be deemed to be taken "in the sole discretion" of such Benefited Party.

Section 12.07. Use of "Include," "Includes," and "Including". All uses, in this Declaration, of the words "include," "includes," and "including," shall be deemed to include the words "without limitation" immediately thereafter.

Section 12.08. No Waiver. No term or condition of this Declaration shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

Section 12.09. Exemption. Notwithstanding anything in this Declaration to the contrary, (a) neither Declarant, Declarant's Affiliates, nor any of their activities shall in any way be subject to the control of, or under the jurisdiction of the District, the CAB, the CARC or the Enforcement Committee (including any Design Guidelines or Rules and Regulations), nor shall Declarant or Declarant's Affiliates be required to seek the approval or consent of the District, the CAB, the CARC or the Enforcement Committee for any construction or other work to be performed by or on behalf of Declarant in the Property and (b) nothing contained in this Declaration shall be construed to prevent or limit (i) Declarant's exercise or enjoyment of any of the Declarant Rights, including, but not limited to the special Declarant rights, development rights or any other right of Declarant under this Declaration, or (ii) the conduct by Declarant, Declarant's Affiliates, or their respective employees or agents, as applicable, of any activity, including, without limitation, the erection or maintenance of temporary structures, trailers, improvements, or signs, necessary or convenient to the development, construction, marketing, or sale of the Property or any other property. Declarant, in its sole discretion, may also exempt a Builder from the provisions of Article III, (a) as long as the Builder has received written design approval under the Design Guidelines from Declarant, and/or (b) for activities which Declarant deems to be incidental to the Builder's development activities, in Declarant's sole and absolute discretion. This exemption terminates upon expiration of Declarant Rights Period.

Section 12.10. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application. To this end, the provisions of this Declaration are declared to be severable.

Section 12.11. Waiver. By acceptance of a deed to a Parcel, each Owner and Resident releases, waives, and discharges the Benefited Parties from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures, or property risks set forth in this Declaration.

Section 12.12. Titles and Gender. The titles and headings used in this Declaration are for the purpose of convenience and reference only and shall not be deemed to limit, modify, or otherwise affect any of the provisions hereunder. All references to singular terms shall include the plural where applicable, and all references to the masculine shall include the feminine and the neuter.

Section 12.13. Notice. Unless otherwise provided for by this Declaration, any notice given or required to be sent under the provisions of this Declaration shall be deemed to have been properly

given and deemed to be to the correct address when deposited into the U.S. mail, postage prepaid, to the last known address of record for the Person to whom notice is to be given.

Section 12.14. HUD/VA Approval. During the Declarant Rights Period, the following actions may require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Parcel: (a) annexation of additional property other than that located in the Declarant Annexation Property; or (b) material amendment of this Declaration. The granting of easements for utilities or other similar purposes consistent with the intended use of the Property shall not be deemed a conveyance within the meaning of this Section. If the approval of either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs is requested pursuant to this Section and the agency whose approval is requested does not disapprove the action by written notice to the Declarant, the CAB or other Person requesting its approval within thirty (30) days after the delivery of the approval request to the appropriate agency, the action in question shall be deemed approved by such agency.

Section 12.15. No Warranty of Enforceability. Declarant has no reason to believe that any of the sections, terms, or provisions of this Declaration are or may be held invalid or unenforceable for any reason. Declarant makes no warranty or representation of any kind as to the present or future validity or enforceability of any section, term, or provision of this Declaration. Any Owner or Resident acquiring a portion of the Property shall not do so in reliance of the enforceability or validity of the sections, terms, or provisions of this Declaration. To the fullest extent permitted by Applicable Laws, all Owners and Residents agree to hold harmless the Benefited Parties in the event that any section, term, or provision of this Declaration is held invalid or unenforceable.

Section 12.16. Time is of the Essence. In regard to the acts, duties, obligations, or responsibilities to be performed by any Owner or Resident pursuant to this Declaration, time is of the essence as to such performance.

Section 12.17. Governing Law. This Declaration is made in the City of Aurora, County of Adams, Colorado, and shall be governed by and enforced in accordance with Colorado law. Any and all obligations required to be performed by this Declaration and the Governing Documents, including, but not limited to, the obligation to pay assessments, charges, and fees, are to be performed in the City of Aurora, County of Adams, Colorado, as applicable.

Section 12.18. Runs with the Land, Binding Upon Successors and Assigns. The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Property and all Structures and Improvements which are now or hereafter become a part of the Property. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Benefited Parties and all Owners and Residents, and to their respective heirs, personal representatives, successor, and assigns.

Section 12.19. Clarification. No use or occupancy designation set forth in this Declaration or any supplement or amendment hereto shall be misinterpreted or misconstrued to limit or prohibit occupancy by any person or persons protected by state or federal statute.

Section 12.20. Good Faith Lender's Clause. Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Parcel or part thereof, which liens may be enforced in due course, subject to the covenants, conditions and restrictions contained herein.

Section 12.21. Mergers. Upon a merger or consolidation of the Association with another association, its properties, assets rights and obligations may be transferred to another surviving or consolidated association, or alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions affecting the Property, together with any additional restrictions affecting such other Properties under one (1) administration; provided, however, that no such merger or consolidation shall cause any revocation, change or addition to this Declaration, unless approved as herein provided.

Section 12.22. Conflicts with Deed of Conveyance. Where certain rights are reserved to Declarant in this Declaration, Declarant reserves the right to make modifications thereto in subsequently recorded deeds of conveyance from Declarant, in which case the terms of the subsequent deeds of conveyance shall prevail.

Section 12.23. Conflicts. If there are conflicts among the provisions of Colorado law, this Declaration, the Design Guidelines, the Rules and Regulations; the provisions of Colorado law, this Declaration, the Design Guidelines and the Rules and Regulations (in that order) shall prevail. In the event of a conflict between any Village Declarations, or other Village governing documents and the Governing Documents; the Governing Documents shall control.

Section 12.24. Exhibits. Exhibit A and Exhibit B attached to this Declaration are incorporated herein by this reference.

Section 12.25. Writing Required. In the event the approval or consent of Declarant, the CAB or the CARC is required under this Declaration, such approval or consent must be obtained in writing to be effective unless expressly provided to the contrary herein.

Section 12.26. Protection of Name. No Owner or Resident, nor any tenant or mortgagee of any Owner or Resident shall use the name "The Aurora Highlands," (or any part thereof), or any word or words or acronyms similar thereto in connection with any Parcel or any business operated in connection with any Parcel without the prior written consent of Declarant. This restriction is for the benefit of and may only be enforced by Declarant, unless Declarant grants to some other Person in a Recorded writing the rights pursuant to this restriction and its enforcement. Nothing contained herein shall be construed to restrict Declarant's use of the words described in this Section 12.26. Declarant specifically reserves the right to use, and holds all rights in and to, such words.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective as of the date first set forth above.

DECLARANT:

AURORA HIGHLANDS, LLC,
a Nevada limited liability company

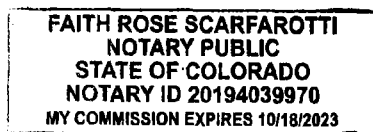
By: CGF Management, Inc.,
a Nevada corporation, its Manager

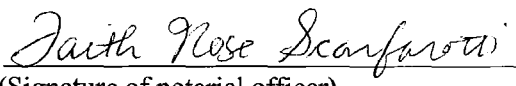
By: 
Carlo G. Ferreira, President

STATE OF Colorado)
COUNTY OF Adams) S.S.

The foregoing instrument was acknowledged before me January 17, 2020, by Carlo G. Ferreira, President of CGF Management, Inc., a Nevada corporation, acting as Manager of Aurora Highlands, LLC, a Nevada limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.




(Signature of notarial officer)

My commission expires: 10/18/2023

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY
INITIALLY SUBMITTED TO THE AURORA HIGHLANDS

Lots 1 through 27 inclusive, Block 1,
Lots 1 through 18 inclusive, Block 2,
Lots 1 through 12 inclusive, Block 3,
Lots 1 through 9 inclusive, Block 4,
Lots 1 through 17 inclusive, Block 5,
Lot 1, Block 6,
Tracts S and T,
The Aurora Highlands Subdivision Filing No. 1, City of Aurora,
County of Adams, State of Colorado

EXHIBIT B
DESCRIPTION OF DECLARANT ANNEXATION PROPERTY
LEGAL DESCRIPTION
PARCEL "A"

ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 3, 1996 AT RECEPTION NO. C0208929, ALL THAT PARCEL DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 18, 1997 AT RECEPTION NO. C0346825, ALL THAT CERTAIN PARCEL DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 878, THAT CERTAIN PORTION OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "A" OF RULE AND ORDER RECORDED JULY 19, 1999 IN BOOK 5827, AT PAGE 62, A PORTION OF LOT 1, BLOCK 1, AND TRACT "A" E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2 RECORDED OCTOBER 15, 1998 AT RECEPTION NO. C0456359, AND ALL THOSE CERTAIN PARCELS OF LAND DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 895, ALL RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN GOVERNMENT LOT 1, SECTION 30 AND GOVERNMENT LOT 2, SECTION 19, ALL IN TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 19 AND THE SOUTHERLY LINE OF RESOLUTION AND DEED RECORDED JANUARY 17, 1972 IN BOOK 1774, AT PAGE 338 OF SAID OFFICIAL RECORDS, NORTH 89°20'52" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID RULE AND ORDER RECORDED IN BOOK 4898, AT PAGE 878, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, AND THE NORTHERLY LINE OF SAID LAST DESCRIBED RULE AND ORDER, AND ALONG THE EASTERLY LINE OF SAID RESOLUTION AND DEED THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°20'52" EAST, A DISTANCE OF 10.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF GUN CLUB ROAD;
- 2) ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°13'47" WEST, A DISTANCE OF 2,617.74 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 42ND AVENUE AS DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 835, OF SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°13'56" EAST, A DISTANCE OF 588.45 FEET TO THE NORTHEAST CORNER OF SAID RULE AND ORDER RECORDED IN BOOK 4898, AT PAGE 895;

THENCE ALONG THE EASTERLY LINE OF SAID LAST DESCRIBED RULE AND ORDER, SOUTH 00°00'08" EAST, A DISTANCE OF 734.13 FEET TO THE NORTHEAST CORNER OF SAID E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2, AND THE NORTHEAST CORNER OF THE EASTERLY RIGHT-OF-WAY OF RELOCATED GUN CLUB ROAD AS DEPICTED ON SAID E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2;

THENCE ALONG THE NORTHERLY LINE OF SAID E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2, AND THE NORTHERLY RIGHT-OF-WAY OF SAID RELOCATED GUN CLUB ROAD, SOUTH 89°59'54" WEST, A DISTANCE OF 79.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID RELOCATED GUN CLUB ROAD;

THENCE ALONG SAID WESTERLY AND SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°00'04" EAST, A DISTANCE OF 1,256.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,628.03 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°01'58", AN ARC LENGTH OF 285.08 FEET;

- 3) NON-TANGENT TO SAID CURVE, NORTH 89°59'56" EAST, A DISTANCE OF 80.40 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DEPICTED ON EXHIBIT "A" OF SAID RULE AND ORDER RECORDED IN BOOK 5827, AT PAGE 62. AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,707.03 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 80°26'12" WEST;

THENCE ALONG SAID EASTERLY LINE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°05'38", AN ARC LENGTH OF 360.32 FEET TO THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 2, AND THE NORTHWEST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. C0346825;

THENCE ALONG THE NORTHERLY, EASTERLY, AND SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED THE FOLLOWING FIVE (5) COURSES:

- 1) NON-TANGENT TO SAID CURVE, NORTH 89°20'52" EAST, A DISTANCE OF 399.83 FEET;
- 2) SOUTH 00°00'18" EAST, A DISTANCE OF 363.06 FEET;
- 3) SOUTH 35°20'32" WEST, A DISTANCE OF 573.10 FEET;
- 4) SOUTH 00°00'18" EAST, A DISTANCE OF 497.75 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID GOVERNMENT LOT 1;
- 5) ALONG SAID SOUTH LINE, SOUTH 89°23'15" WEST, A DISTANCE OF 488.55 FEET TO THE NORTHEAST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. C0208929, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2,221.84 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°38'41" EAST;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED THE FOLLOWING THREE (3) COURSES:

- 1) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°20'36", AN ARC LENGTH OF 129.65 FEET;
- 2) NON-TANGENT TO SAID CURVE, SOUTH 00°00'02" EAST, A DISTANCE OF 194.12 FEET;
- 3) SOUTH 89°59'58" WEST, A DISTANCE OF 37.14 FEET TO THE EASTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN WARRANTY DEED DATED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 822 OF SAID OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°13'45" WEST, A DISTANCE OF 1,647.35 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 52.719 ACRES, (2,296,454 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

LEGAL DESCRIPTION
PARCEL "B"

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 19, 1997 IN BOOK 5187, AT PAGE 250, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25;

THENCE ALONG THE NORTH LINE OF SAID SECTION 25, SOUTH 89°32'35" WEST, A DISTANCE OF 473.40 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEPICTED ON EXHIBIT "A" OF RULE AND ORDER RECORDED JULY 19, 1999 IN BOOK 5827, AT PAGE 78 OF SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTH LINE, SOUTH 03°48'57" EAST, A DISTANCE OF 1,326.37 FEET TO THE SOUTHERLY BOUNDARY OF SAID RULE AND ORDER RECORDED IN BOOK 5187 AT PAGE 250;

THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY BOUNDARY OF SAID RULE AND ORDER THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 89°32'27" WEST, A DISTANCE OF 931.56 FEET;
- 2) NORTH 00°13'09" WEST, A DISTANCE OF 1,324.14 FEET;
- 3) NORTH 89°32'35" EAST, A DISTANCE OF 848.35 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 27.052 ACRES, (1,178,397 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 20, 1990 IN BOOK 3684, PAGE 942, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 29, 2007 AT RECEPTION NO. 2007000052071, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 25, 2005 AT RECEPTION NO. 20050525000553190, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 31, 2006 AT RECEPTION NO. 2006063100055590, ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 29, 2007 AT RECEPTION NO. 2007000052048, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN SPECIAL WARRANTY DEED RECORDED AUGUST 29, 1991 IN BOOK 3811, PAGE 316, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED OCTOBER 24, 2008 AT RECEPTION NO. 2008000084485, AND ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2006 AT RECEPTION NO. 2006001012450, ALL THAT CERTAIN PARCEL DESCRIBED AS EXHIBIT "C" IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 2006000386390, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED APRIL 4, 2016 AT RECEPTION NO. 2016000016651, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 23, 2016 AT RECEPTION NO. 2016000112372, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 3, 1996 AT RECEPTION NO. C0208929, ALL THAT PARCEL DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 18, 1997 AT RECEPTION NO. C0346825, ALL THAT CERTAIN PARCEL DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 878, ALL THAT CERTAIN PORTION OF A PARCEL OF LAND DESCRIBED IN EXHIBIT "A" OF RULE AND ORDER RECORDED JULY 19, 1999 IN BOOK 5827, AT PAGE 62, A PORTION OF LOT 1, BLOCK 1, AND TRACT "A" E-470 TOLL PLAZA C SUBDIVISION FILING NO. 2 RECORDED OCTOBER 15, 1998 AT RECEPTION NO. C0456359, AND ALL THOSE CERTAIN PARCELS OF LAND DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 895, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JANUARY 18, 2001 AT RECEPTION NO. C0752136, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED SEPTEMBER 16, 2016 AT RECEPTION NO. 2016000077508, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 26, 2016 AT RECEPTION NO. 2016000070909, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 10, 2003 AT RECEPTION NO. C1124121, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 13, 2003 AT RECEPTION NO. C1158214, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 9, 2002 AT RECEPTION NO. C1064328, AND ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 2, 2002 AT RECEPTION NO. C1061112, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 20, 2007 AT RECEPTION NO. 2007000079863, ALL THOSE CERTAIN PARCELS OF LAND DESCRIBED IN WARRANTY DEED RECORDED AUGUST 20, 2007 AT RECEPTION NO. 2007000079864, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION AND DEED RECORDED JANUARY 17, 1972 IN BOOK 1774, AT PAGE 338, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION AND DEED RECORDED JANUARY 17, 1972 IN BOOK 1774, AT PAGE 336, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 835, ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 856, ALL RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, STATE OF COLORADO, SITUATED IN SECTIONS 19, 20, 29 AND 30 TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 20,

THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, SOUTH 89°53'06" EAST, A DISTANCE OF 1,229.46 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RECEPTION NO. 2009000030451, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY AND SOUTHERLY BOUNDARY OF SAID PARCEL THE FOLLOWING SIX (6) COURSES:

1. SOUTH 00°06'48" WEST, A DISTANCE OF 6.51 FEET;
2. NORTH 89°53'12" WEST, A DISTANCE OF 40.00 FEET;

3. SOUTH 00°06'48" WEST, A DISTANCE OF 40.00 FEET;
4. SOUTH 89°53'12" EAST, A DISTANCE OF 40.00 FEET;
5. NORTH 00°06'48" EAST, A DISTANCE OF 16.50 FEET;
6. SOUTH 89°53'12" EAST, A DISTANCE OF 4,062.60 FEET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20;

THENCE ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, SOUTH 00°16'15" EAST, A DISTANCE OF 2,594.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 20;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, SOUTH 00°16'20" EAST, A DISTANCE OF 1,968.19 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED MAY 18, 1966 IN BOOK 1295, AT PAGE 405, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID EASTERLY LINE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID WARRANTY DEED THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°29'04" WEST, A DISTANCE OF 660.59 FEET;
2. SOUTH 00°17'12" EAST, A DISTANCE OF 657.40 FEET TO THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20;
3. ALONG SAID SOUTHERLY LINE, NORTH 89°23'37" EAST, A DISTANCE OF 660.43 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID WARRANTY DEED;

THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, SOUTH 00°17'04" EAST, A DISTANCE OF 2,670.37 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SOUTH 00°17'18" EAST, A DISTANCE OF 2,639.98 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN ROAD PETITION NO. 622 RECORDED SEPTEMBER 13, 1919 IN SAID OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID ROAD PETITION NO. 622 THE FOLLOWING THREE (3) COURSES:

1. DEPARTING SAID EASTERLY LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 2,645.80 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29;
2. SOUTH 89°35'42" WEST, A DISTANCE OF 2,645.80 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;
3. SOUTH 89°37'56" WEST, A DISTANCE OF 2,653.21 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE ALONG SAID WESTERLY LINE, NORTH 00°17'46" EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF "PARCEL E" AS DEPICTED IN JUDGMENT AND DECREE ADOPTING BOUNDARY AGREEMENT AND SETTLEMENT RECORDED ON JUNE 8, 2006 AT RECEPTION NO. 20060608000586570, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID JUDGMENT AND DECREE ADOPTING BOUNDARY AGREEMENT AND SETTLEMENT THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°37'52" WEST, A DISTANCE OF 139.88 FEET;

2. NORTH 01°37'32" EAST, A DISTANCE OF 1,289.33 FEET TO THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000112372;

THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2016000112372 THE FOLLOWING FIFTEEN (15) COURSES:

1. SOUTH 89°31'40" WEST, A DISTANCE OF 1,077.24 FEET;
2. SOUTH 00°12'05" EAST, A DISTANCE OF 564.79 FEET;
3. SOUTH 89°09'03" WEST, A DISTANCE OF 125.70 FEET;
4. SOUTH 00°12'47" EAST, A DISTANCE OF 720.77 FEET;
5. SOUTH 89°37'52" WEST, A DISTANCE OF 440.64 FEET;
6. NORTH 00°21'42" WEST, A DISTANCE OF 30.00 FEET;
7. SOUTH 89°37'52" WEST, A DISTANCE OF 227.90 FEET;
8. NORTH 00°12'22" WEST, A DISTANCE OF 592.59 FEET;
9. SOUTH 89°34'46" WEST, A DISTANCE OF 310.85 FEET;
10. NORTH 00°13'54" WEST, A DISTANCE OF 8.00 FEET;
11. SOUTH 89°31'40" WEST, A DISTANCE OF 275.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,090.92 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°58'32" EAST;
12. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°01'42", AN ARC LENGTH OF 133.82 FEET;
13. TANGENT TO SAID CURVE, NORTH 00°00'15" EAST, A DISTANCE OF 41.93 FEET;
14. SOUTH 89°46'06" WEST, A DISTANCE OF 20.29 FEET TO THE EASTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 822;
15. ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°13'45" WEST, A DISTANCE OF 4,451.16 FEET TO THE NORTHERLY LINE OF GOVERNMENT LOT 1 OF SAID SECTION 30, AND THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RULE AND ORDER RECORDED DECEMBER 13, 1996 IN BOOK 4898, AT PAGE 878 OF SAID OFFICIAL RECORDS;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°20'52" EAST, A DISTANCE OF 10.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN RESOLUTION AND DEED RECORDED JANUARY 17, 1972 IN BOOK 1774, AT PAGE 338, OF SAID OFFICIAL RECORDS, AND THE SOUTHWEST CORNER OF THAT CERTAIN FIRST DESCRIBED PARCEL WITHIN EXHIBIT "A" OF SAID RULE AND ORDER RECORDED AT BOOK 5827, PAGE 62

THENCE ALONG SAID LAST DESCRIBED EASTERLY RIGHT-OF-WAY, AND THAT CERTAIN FIRST DESCRIBED PARCEL OF SAID EXHIBIT "A" NORTH 00°13'47" WEST, A DISTANCE OF 2,647.74 FEET TO THE SOUTHERLY LINE OF GOVERNMENT LOT 1 OF SAID SECTION 19;

THENCE ALONG SAID LAST DESCRIBED SOUTHERLY LINE, SOUTH 89°13'56" WEST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 19, AND THE SOUTHWEST

CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" OF SAID BARGAIN AND SALE DEED RECORDED AT RECEPTION NO. C0752137, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE WESTERLY LINE OF GOVERNMENT LOT 1, SAID SECTION 19 AND THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID PARCEL "A", NORTH 00°14'11" WEST, A DISTANCE OF 1,027.97 FEET TO THE MOST SOUTHERLY CORNER OF THE SECOND DESCRIBED PARCEL OF EXHIBIT "A" OF SAID RULE AND ORDER RECORDED IN BOOK 5827, AT PAGE 62;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID SECOND DESCRIBED PARCEL THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 04°07'14" EAST, A DISTANCE OF 610.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,179.96 FEET;
2. THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°25'27", AN ARC LENGTH OF 214.68 FEET;
3. TANGENT TO SAID CURVE, NORTH 14°32'41" EAST, A DISTANCE OF 373.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 903.25 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°24'22", AN ARC LENGTH OF 242.87 FEET;
5. TANGENT TO SAID CURVE, NORTH 00°51'41" WEST, A DISTANCE OF 45.85 FEET;
6. NORTH 77°42'52" EAST, A DISTANCE OF 430.02 FEET;
7. NORTH 00°51'55" WEST, A DISTANCE OF 70.00 FEET TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1, AND THE SOUTHWEST CORNER OF THAT CERTAIN FIRST DESCRIBED PARCEL WITHIN EXHIBIT "A" OF WARRANTY DEED RECORDED SEPTEMBER 6, 2007 AT RECEPTION NO. 2007000085459 OF SAID OFFICIAL RECORDS;

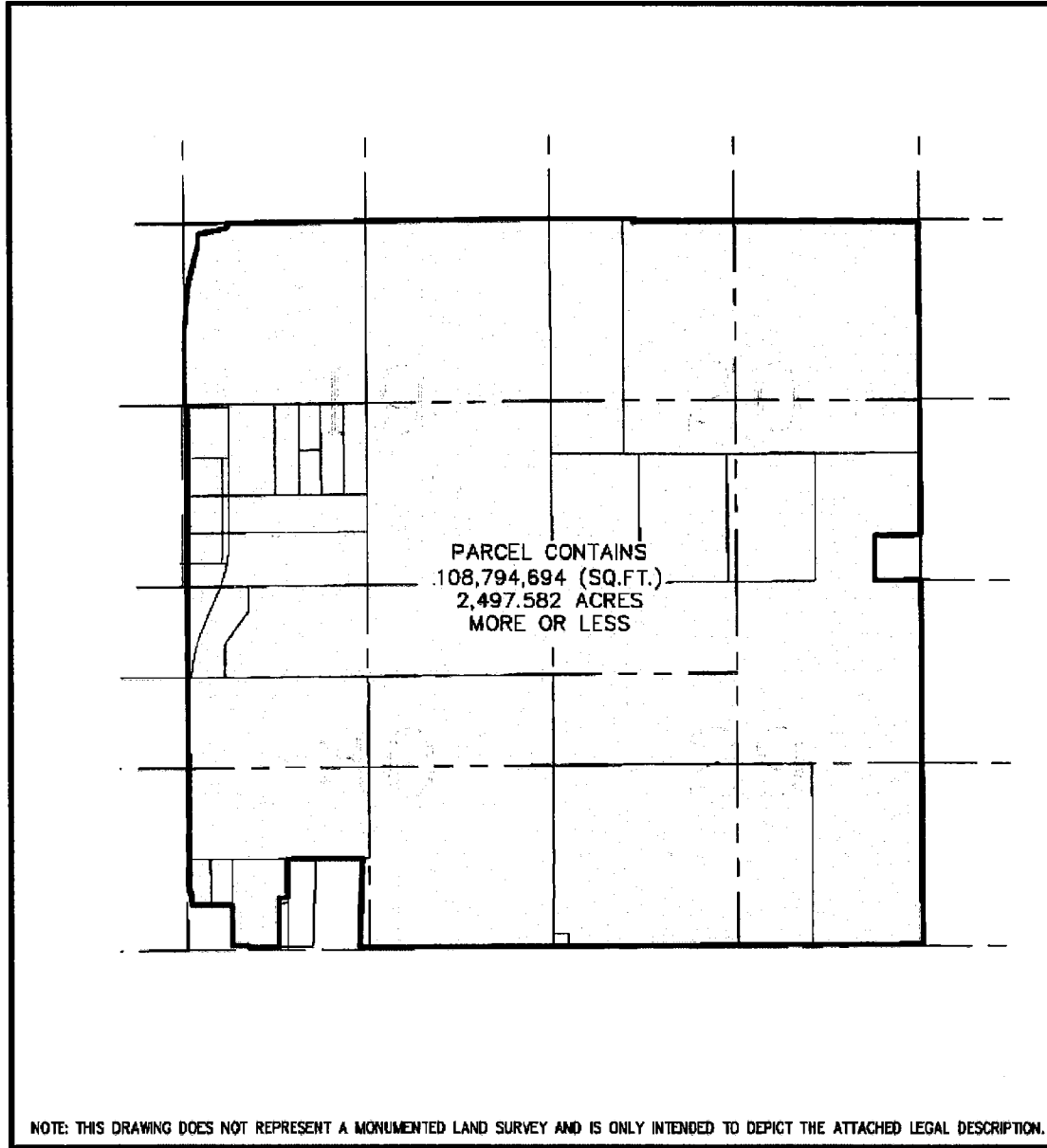
THENCE ALONG SAID LAST DESCRIBED NORTHERLY LINE AND THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, NORTH 89°08'02" EAST, A DISTANCE OF 1,982.85 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, NORTH 89°08'12" EAST, A DISTANCE OF 2,648.88 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,497.582 ACRES (108,794,694 SQUARE FEET), MORE OR LESS

For Illustration Purposes Only

ILLUSTRATION TO LEGAL DESCRIPTION



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