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DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
NORTH RANGE METROPOLITAN
DISTRICT NO. 1 AREA
WITHIN REUNION

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DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
NORTH RANGE METROPOLITAN
DISTRICT NO. 1 AREA
WITHIN REUNION

This Declaration (this "**Declaration**") is made as of the ____ day of _____, 2010, by SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership ("**Declarant**").

ARTICLE I
GENERAL

Section 1.1 Reunion. Declarant is the owner, or has an option to purchase from the current owners thereof, certain parcels of land in the City of Commerce City, Adams County, Colorado, which comprise a portion of the real property defined in this Declaration as "Reunion." The City of Commerce City, Colorado heretofore approved a "PUD Zone Document," as hereinafter defined, for Reunion. Declarant intends to develop those portions of Reunion which hereafter become a part of the "Annexed Area," as hereinafter defined, as a mixed-use community within Reunion containing a mix of single family, both attached and detached, and multiple family dwelling units, and commercial and other land uses, in accordance with the PUD Zone Document.

Section 1.2 Authorization of Enforcing District. Pursuant to C.R.S. § 32-1-1004(8)(a)(II), Declarant, in executing this Declaration and imposing this Declaration upon the Annexed Area, desires and intends to designate and empower the "Enforcing District," as hereinafter defined, with the authority to provide governmental services, including, without limitation, the provision of covenant enforcement and design review services, to the Annexed Area, and to use therefor revenues that are derived from the Annexed Area.

Section 1.3 Designation of Enforcing District. Declarant intends initially to designate the "North Range District," as hereinafter defined, as the Enforcing District under this Declaration. As is more particularly hereinafter provided, however, certain other metropolitan districts and certain other qualified Persons may succeed to the interests of the North Range District as the Enforcing District hereunder.

Section 1.4 Relationship to Declarations Affecting Other Portions of Reunion. Declarant intends to develop other portions of Reunion which are not made a part of the Annexed Area hereunder for residential, retail, office, commercial and other non-residential purposes in accordance with the PUD Zone Document. Certain of such other portions of Reunion not a part of the Annexed Area hereunder theretofore have been, and hereafter may be, at Declarant's option in its sole discretion, made subject to the "Homeowners Declaration" or the "Reunion South Declaration," as those terms are hereinafter provided, or other declarations of covenants, conditions and restrictions that Declarant may cause to be executed and recorded, but only such portions of Reunion that are made a part of the Annexed Area hereunder from time to time in accordance with the provisions hereof shall be subject to this Declaration. Notwithstanding the foregoing, however, portions of the Annexed Area may, at Declarant's option in its sole discretion, also be made subject to a "Neighborhood Declaration," as hereinafter provided, and any such portions of the Annexed Area shall in such case be subject to both this Declaration and the applicable Neighborhood Declaration.

Section 1.5 Purposes of Declaration. This Declaration is executed (a) in furtherance of a common and general plan for those portions of Reunion which may become part of the Annexed Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all property which becomes part of the Annexed Area; (c) to provide for an Enforcing District as a vehicle to perform certain design review services, covenant enforcement and other functions for the benefit of Owners of Privately Owned Sites within the Annexed Area; (d) to define the duties, powers and rights of the Enforcing District; and (e) to define certain duties, powers and rights of Owners and of Declarant.

Section 1.6 Declaration. Declarant, for itself, its successors and assigns, hereby declares that all property which hereafter may be made subject to this Declaration in the manner hereinafter provided, and each part thereof, shall, from and after the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, easements, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, for the duration thereof, all of which are declared to be a part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Annexed Area. The provisions of this Declaration are intended to and shall run with the land and, until their expiration or termination in accordance with Section 10.1 hereof, shall bind, be a charge upon and inure to the benefit of (a) all of the property which becomes part of the Annexed Area and each part or parcel thereof, (b) Declarant and its successors and assigns, (c) the Enforcing District and its successors and assigns, and (d) all Persons having or acquiring any right, title or interest in any property which becomes part of the Annexed Area or any part or parcel thereof or any Improvement thereon, and their heirs, personal representatives, successors and assigns.

Section 1.7 Non-Applicability of CCIOA. The Annexed Area does not constitute a "common interest community," as defined in C.R.S. § 38-33.3-103(8), a provision of the Colorado Common Interest Ownership Act found in C.R.S. § 38-33.3-101, et seq. (such Act, as the same heretofore has been, and hereafter may be, amended and/or replaced from time to time, shall hereinafter be referred to as "CCIOA") because, among other things, the Owners of Privately Owned Sites within the Annexed Area are not obligated by this Declaration to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate within the Annexed Area. Consequently, this Declaration and the Annexed Area shall not be governed by or subject to CCIOA or any of the provisions thereof. Notwithstanding the foregoing, Declarant expressly reserves the right to make portions of the Annexed Area subject to one or more Neighborhood Declarations that may be subject to and governed by CCIOA, but the fact that any such Neighborhood Declaration may be subject to and governed by CCIOA shall not render CCIOA applicable to this Declaration and the Annexed Area generally.

ARTICLE II DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

Section 2.1 Annexable Area. "**Annexable Area**" shall mean all of the real property described on Exhibit A attached hereto, all or any portion of which may from time to time be made a part of the Annexed Area and subject to this Declaration pursuant to the provisions of Section 3.2 hereof. The Annexable Area includes all rights and easements, if any, appurtenant to the real property described in Exhibit A attached hereto. The use and enjoyment of any of such rights and easements by any person shall, from and after the date upon which the portion of the Annexable Area to which such rights and

easements are appurtenant has been annexed to this Declaration as hereinafter provided, be subject to the terms and provisions of this Declaration. The Annexable Area may be expanded as provided in Section 3.1 of this Declaration and may be contracted as provided in Section 3.3 of this Declaration.

Section 2.2 Annexed Area. "**Annexed Area**" shall mean any real property which hereafter becomes subject to this Declaration in accordance with the provisions hereof. As of the Recordation of this Declaration, no portion of the Annexable Area has been made subject to this Declaration.

Section 2.3 Apartment Site. "**Apartment Site**" shall mean any Privately Owned Site which is designated as an Apartment Site in the Supplemental Declaration covering that Privately Owned Site and which is or, according to such Supplemental Declaration, is intended to be, improved with Dwelling Units which at the time of their construction are intended to be rented to, rather than owned by, the occupants thereof. An Apartment Site may be converted into a Condominium Project Site pursuant to the provisions of Section 6.17.

Section 2.4 Apartment Unit. "**Apartment Unit**" shall mean a unit located in an apartment building constructed on an Apartment Site which is intended for occupancy by a Common Household Group and which is offered for rent separately from the other units in such building.

Section 2.5 Architectural Review Committee. The "**Architectural Review Committee**," "**ARC**" or "**Review Committee**" shall mean the architectural review committee established pursuant to Article VIII of this Declaration for the purposes as provided in such Article VIII and as elsewhere provided in this Declaration.

Section 2.6 ARC Restrictions. The "**ARC Restrictions**" shall mean those Restrictions contained in this Declaration, and under the applicable Supplemental Declarations, that grant any right or power to, that impose any duty or obligation on, or that require that any Owner or other Person obtain a consent or approval from, the Architectural Review Committee, including, without limitation, those Restrictions contained in Article VIII of this Declaration that pertain to the Architectural Review Committee, but excluding, without limitation, the CEC Restrictions.

Section 2.7 Board of Directors. "**Board of Directors**" or "**Board**" shall mean the Board of Directors of the Enforcing District.

Section 2.8 CEC Restrictions "**CEC Restrictions**" shall mean all of the Restrictions contained in this Declaration, and under the applicable Supplemental Declarations, that grant any right or power to, or that impose any duty or obligation on, the Covenant Enforcement Committee, including, without limitation, those contained in Article VII and those contained in Article VIII that pertain to the Covenant Enforcement Committee, and that pertain to the administration or enforcement of any of the Restrictions in this Declaration, other than the ARC Restrictions.

Section 2.9 Commercial Site. "**Commercial Site**" shall mean each Privately Owned Site within the Annexed Area which is designated as a Commercial Site in the Supplemental Declaration covering that Site and which is, or according to such Supplemental Declaration, is intended to be, used for commercial, retail, industrial or other non-residential purposes.

Section 2.10 Common Household Group. "**Common Household Group**" shall mean one or more natural Persons, each related to the other by blood, marriage or legal adoption, or a group of

not more than five (5) such Persons not all so related, together with his or their domestic servants, all of whom maintain a common household in a Dwelling Unit on a Residential Site within the Annexed Area.

Section 2.11 Condominium Project. "**Condominium Project**" shall mean any project located on any portion of the Annexed Area consisting of two or more "units" in a "condominium," as those terms are defined in CCIOA (each a "**Condominium Unit**"), and including, without limitation, effective as of the date of Recordation of the applicable "declaration," as defined in CCIOA (each a "**Condominium Declaration**"), and "map," as defined in CCIOA (each a "**Condominium Map**"), creating the same, any Privately Owned Site (such as, without limitation, an Apartment Site or a Commercial Site) which, at the time originally annexed to the Annexed Area, was not a Condominium Project, but which has been converted to a condominium ownership regime by Recording a Condominium Declaration and Condominium Map with respect thereto. A Condominium Project may consist of Commercial Condominium Units or Residential Condominium Units, or a mix of Commercial Condominium Units and Residential Condominium Units. The nature of the particular Condominium Units contained within a Condominium Project shall be as designated in either the Supplemental Declaration or the Condominium Declaration covering the applicable Condominium Project Site.

Section 2.12 Condominium Project Site. "**Condominium Project Site**" shall mean any Privately Owned Site upon which a Condominium Project, or a portion of a Condominium Project, is, or upon Recordation of the Condominium Declaration and Condominium Map therefor shall be, located.

Section 2.13 Covenant Enforcement Committee. "**Covenant Enforcement Committee**," "CEC" or "**Enforcement Committee**" shall mean the committee established pursuant to Article VII of this Declaration for the purposes, including, without limitation, to hear certain appeals regarding, the Restrictions contained in this Declaration, as is more particularly provided in said Article VII and elsewhere in this Declaration.

Section 2.14 Declarant. "**Declarant**" shall mean Shea Homes Limited Partnership ("**Shea**") and its successors and assigns as the terms "successors and assigns" are herein limited. A Person shall be deemed a "**successor or assign**" of Shea as Declarant only if specifically designated in a written and duly Recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor or assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. Notwithstanding the foregoing, however, a successor to Shea by consolidation or merger, and any Person acquiring all or substantially all of the right, title and interest of Shea in Reunion by foreclosure, judicial sale, bankruptcy proceedings or by other similar involuntary transfer, shall automatically be deemed a successor or assign of Shea as Declarant under this Declaration.

Section 2.15 Declaration. "**Declaration**" shall mean this instrument as it may be amended from time to time.

Section 2.16 Dwelling Unit. "**Dwelling Unit**" shall mean a residential building, or space therein (such as a Residential Condominium Unit or Apartment Unit) designed for occupancy by a Common Household Group on a Residential Site, but excluding any accessory building.

Section 2.17 Enforcing District. "**Enforcing District**" shall mean, at any particular time, the metropolitan district that, pursuant to the provision of C.R.S. § 32-1-1004(8)(a)(II), at such time has been designated as the Enforcing District hereunder to have the powers set forth in this Declaration. As is more particularly provided in Section 4.2, the North Range District is initially designated as the Enforcing District, but the North Range District shall have the power and authority to assign its rights,

and delegate its duties, hereunder as the Enforcing District to the Reunion District or another metropolitan district or other qualified governmental entity, as is provided in said Section 4.2.

Section 2.18 Fine "**Fine**" shall mean any monetary penalty imposed by the Enforcing District, a Tribunal or the Covenant Enforcement Committee against the Owner of a Privately Owned Site within the Annexed Area due to a Violation of this Declaration or the Rules and Regulations by such Owner, or a Related User of such Owner.

Section 2.19 First Mortgage. "First Mortgage" shall mean a Mortgage that has priority of record over all other Recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments) and except as otherwise provided in this Declaration.

Section 2.20 First Mortgagee. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

Section 2.21 Government Mortgage Agencies. "**Government Mortgage Agencies**" shall mean the United States Department of Housing and Urban Development, the Veterans Administration of the United States of America, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal National Mortgage Association, the Colorado Housing and Finance Authority, and any successor to any of the foregoing entities, or any similar entity, public, quasi-public or private, now or hereafter authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans or to perform other functions similar to those currently performed by the entities specifically listed in this Section.

Section 2.22 Homeowners Association. "**Homeowners Association**" shall mean Reunion Homeowners Association, Inc., a Colorado nonprofit corporation, established in connection with the Homeowners Declaration.

Section 2.23 Homeowners Declaration. "**Homeowners Declaration**" shall mean the Declaration for Reunion Homeowners Association, Inc., Recorded August 27, 2002 at Reception No. C1015874 of the Adams County Records, as the same may have been and may be amended or supplemented from time to time.

Section 2.24 Improvements. "**Improvements**" shall mean all structures and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting or other finish material of any exterior surfaces of any visible structure, additions, walkways, bicycle and/or equestrian trails, sprinkler pipes, utility lines, facilities and appurtenances, satellite dishes, antennae, garages, carports, play structures, shade structures, gazebos, arbors, trellises, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, and exterior air conditioning and water softener fixtures.

Section 2.25 Improvement to Property. "**Improvement to Property**" shall mean any Improvement, change, alteration or addition to any property within the Annexed Area. "Improvement to Property" is more particularly defined in Section 8.2 of this Declaration.

Section 2.26 Law. "**Law**" shall mean all laws, statutes, ordinances, resolutions, orders, codes, rules, regulations, judgments, decrees and other requirements (including, without

limitation, requirements under permits, licenses, consents and approvals) of any federal, state, county, city, town or other governmental authority having jurisdiction.

Section 2.27 Local Common Area. "**Local Common Area**" shall mean any portion of the Annexed Area designated as Local Common Area in either the Supplemental Declaration covering or a Neighborhood Declaration affecting such portion of the Annexed Area and which is, or according to such Supplemental Declaration or Neighborhood Declaration, as the case may be, is intended to be, for the primary use and benefit of the Owners of certain Privately Owned Sites within the Annexed Area, but less than all of such Sites. Such Local Common Area may be owned (a) by a Neighborhood Association in which all such Owners shall be entitled to membership, or (b) in undivided interests by such Owners, or (c) separately by individual Owners over which a Neighborhood Association may have an easement for maintenance purposes, or (d) by a cooperative housing corporation as defined in Section 216 of the Internal Revenue Code.

Section 2.28 Manager. "**Manager**" shall mean any one or more Persons employed by the Enforcing District as hereinafter provided in this Declaration who is engaged to perform any of the duties, powers or functions of the Enforcing District. The term "Manager" shall not include the Enforcing District itself.

Section 2.29 Master IGA. The "**Master IGA**" shall mean that certain Amended and Restated Facilities Funding, Construction and Operations Agreement dated March 12, 2002, by and among North Range Metropolitan District Nos. 1, 2, 3, 4 and 5 (collectively, the "**North Range Metropolitan Districts**") and Reunion District, whereby the North Range Metropolitan Districts have agreed that the Reunion District shall perform or cause to be performed all operations and maintenance services for the North Range Metropolitan Districts, including, without limitation, any services with respect to the operation and management of the North Range Metropolitan Districts as requested by their Boards of Directors, to the properties within the district boundaries of the Reunion District and the North Range Metropolitan Districts and the North Range Metropolitan Districts have agreed to impose such taxes, fees, rates, tolls and charges as are permitted pursuant to applicable Law to pay for the provision of such services, as the same heretofore may have been, and hereby may be, amended, restated or supplemented from time to time.

Section 2.30 Miscellaneous Use Site. "**Miscellaneous Use Site**" shall mean any Privately Owned Site within the Annexed Area designated as a Miscellaneous Use Site in the Supplemental Declaration covering that Site (except any Residential Site, Commercial Site or Religious Site), and which is, or according to such Supplemental Declaration, is intended to be, used for open space or other miscellaneous uses.

Section 2.31 Mortgage. "**Mortgage**" shall mean an interest in real estate or personal property created by contract or conveyance which secures payment or performance of any obligation. The term "Mortgage" includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 2.32 Mortgagee. "**Mortgagee**" shall mean any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Mortgage.

Section 2.33 Mortgagor. "**Mortgagor**" shall mean any Person named as a mortgagor, maker, grantor or trustor, or in a similar capacity, under any Mortgage, or any successor to the interest of any such Person under such Mortgage.

Section 2.34 Neighborhood Association. "**Neighborhood Association**" shall mean any nonprofit, not-for-profit or for-profit Colorado corporation, or Colorado limited liability company, or other appropriate entity, and its successors and assigns, organized and established or authorized pursuant to, or in connection with, a Neighborhood Declaration, the membership of which is composed of Owners of Privately Owned Sites within the portion of the Annexed Area covered by such Neighborhood Declaration.

Section 2.35 Neighborhood Declaration. "**Neighborhood Declaration**" shall mean a declaration of covenants, conditions and restrictions affecting a portion of the Annexed Area and which provides for the establishment of a Neighborhood Association in connection therewith. A Neighborhood Declaration may, but shall not need to be, included within and as a part of a Supplemental Declaration.

Section 2.36 North Range District. "**North Range District**" shall mean North Range Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, and its successors and assigns.

Section 2.37 Notice and Hearing. "**Notice and Hearing**" shall mean a written notice and a public hearing before the Covenant Enforcement Committee, the Enforcing District or a Tribunal appointed by the Enforcing District, in the manner provided in the Rules and Regulations.

Section 2.38 Notice of Completion. "**Notice of Completion**" shall mean written notice to the Architectural Review Committee of the completion of any Improvement to Property pursuant to Article VIII of this Declaration, which shall be in a form as may be required by either the Architectural Review Committee or the Enforcing District.

Section 2.39 Owner. "**Owner**" shall mean the Record title holder, including, if applicable, Declarant, whether one or more Persons, of fee simple title to a Privately Owned Site or Local Common Area, including sellers under executory contracts of sale and excluding buyers thereunder. The Owner of a Privately Owned Site or Local Common Area shall be the Owner of such Privately Owned Site or Local Common Area, as the case may be, for purposes of this Declaration, and not the lessees or tenants thereof or of any Improvements located thereon.

Section 2.40 Period of Development. "**Period of Development**" shall mean the period of time commencing on the Recordation of this Declaration and expiring on the date which is five (5) years after the date upon which all property in the Annexable Area has become part of the Annexed Area and the last Privately Owned Site within the Annexed Area has been sold and conveyed by Declarant to any Owner other than Declarant. Declarant may earlier terminate the Period of Development in whole or in part as to any one or more of the rights of the Declarant hereunder which are effective during the Period of Development, and as to the entirety of the Annexed Area or a portion thereof specified by Declarant, by written notice given by Declarant to the Enforcing District.

Section 2.41 Person. "**Person**" shall mean a natural person, a corporation, a partnership, limited liability company or any other entity recognized as being capable of owning real property under Colorado law.

Section 2.42 Plat. "**Plat**" shall mean, collectively: (a) all of the subdivision plats for any portion of the Annexed Area which may be Recorded from time to time, as the same may be amended from time to time; and (b) all Condominium Maps for any portion of the Annexed Area which may be Recorded from time to time, as the same may be amended from time to time.

Section 2.43 Privately Owned Site. "**Privately Owned Site**" or "**Site**" shall mean any Condominium Unit (whether Commercial or Residential) or any lot or parcel of land within the Annexed Area which is shown upon any Recorded Plat, or any other parcel of land within the Annexed Area which may be sold or conveyed without violation of the provisions of Colorado law pertaining to the subdivision of land, and which is designated as a Privately Owned Site in the Supplemental Declaration covering such Privately Owned Site; provided, however, that if after a Privately Owned Site is so designated in the Supplemental Declaration covering such Privately Owned Site, such Privately Owned Site is, in accordance with the Restrictions in this Declaration, resubdivided by a Recorded Plat, each lot resulting from such resubdivision as shown on such Plat shall constitute a Privately Owned Site hereunder. "Privately Owned Site" or "Site" shall include, without limitation, any Residential Site, Commercial Site, Religious Site and Miscellaneous Use Site, but shall not include any Local Common Area. A Condominium Project Site which is annexed to the Annexed Area prior to the conversion thereof to a condominium ownership regime by Recordation of the Condominium Declaration and Condominium Map therefor shall constitute a Privately Owned Site hereunder, but after such conversion of the same to a condominium ownership regime, each Condominium Unit located within the Condominium Project on such Condominium Project Site, and not the Condominium Project Site itself, shall thereafter constitute a Privately Owned Site hereunder.

Section 2.44 PUD Zone Document. "**PUD Zone Document**" shall mean the Reunion PUD Zone Document (PUD #3615), Amendment #1 of the Buffalo Hills Ranch PUD Zone Document, Recorded December 17, 2002 under Reception No. C1068494, as the same heretofore may have been, and hereafter may be, amended from time to time.

Section 2.45 Record or Recorded. "**Record**" or "**Recorded**" shall mean the filing for record of any documents in the real estate records in the office of the Clerk and Recorder of Adams County, Colorado ("**Adams County Records**").

Section 2.46 Register of Addresses. "**Register of Addresses**" shall mean the register of addresses of each Owner, Eligible First Mortgagees and certain other Persons which the Enforcing District is required to maintain pursuant to Section 4.6.

Section 2.47 Related User. "**Related User**" shall mean any member of the Common Household Group of an Owner who resides with such Owner on a Residential Site; guests, customers and invitees of an Owner of a Privately Owned Site; employees of an Owner of a Privately Owned Site; and occupants, tenants and contract purchasers of the Privately Owned Site of an Owner who claim by, through, or under an Owner.

Section 2.48 Religious Site. "**Religious Site**" shall mean any Privately Owned Site within the Annexed Area designated as a Religious Site in the Supplemental Declaration covering that Site and which is, or according to such Supplemental Declaration, is intended to be, used for religious use by religious organizations recognized as tax-exempt religious organizations under the United States Internal Revenue Code.

Section 2.49 Residential Site. "**Residential Site**" shall mean any Privately Owned Site within the Annexed Area which is designated as a Residential Site in the Supplemental Declaration covering that Site and which is, or according to such Supplemental Declaration, is intended to be, used for Residential Use, including, without limitation, each Single Family Residential Site, each Residential Condominium Unit (but excluding each Commercial Condominium Unit), each Apartment Site and, prior

to the time that the Condominium Project thereon is created, each Condominium Project Site which is intended to consist of Residential Condominium Units (but not Commercial Condominium Units).

Section 2.50 Residential Use. "**Residential Use**" shall mean use for dwelling or recreation purposes but does not include spaces or units primarily used for commercial income from, or service to, the public; provided, however, that the additional uses permitted on a Single Family Residential Site, in a Residential Condominium Unit and in an Apartment Unit on an Apartment Site pursuant to Subsections 6.16(b) and 6.16(c) shall also constitute Residential Use hereunder. Examples of uses which constitute Residential Use include, without limitation, single family dwellings and multiple family dwellings (including, without limitation, both Residential Condominium Units and Apartment Units). Examples of uses which do not constitute Residential Use include, without limitation, use for offices, retail and other commercial purposes, industrial purposes, hotels, motels, hospitals, churches, schools (both public and private), nursing homes and elderly care extended-stay facilities.

Section 2.51 Restrictions. "**Restrictions**" shall mean covenants, conditions, restrictions, easements, limitations, reservations, exceptions and equitable servitudes affecting real property.

Section 2.52 Reunion. "**Reunion**" shall mean the real property that is subject to the PUD Zone Document.

Section 2.53 Reunion District. "**Reunion District**" shall mean Reunion Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, and its successors and assigns.

Section 2.54 Reunion South Declaration. "**Reunion South Declaration**" shall mean the Declaration for Reunion South Commercial Association, Inc., Recorded December 19, 2005 at Reception No. 20051219001382800 of the Adams County Records.

Section 2.55 Rules and Regulations. "**Rules and Regulations**" shall mean rules and regulations adopted from time to time by the Enforcing District as provided in Section 4.4 of this Declaration.

Section 2.56 Single Family Residential Site. "**Single Family Residential Site**" shall mean any Residential Site within the Annexed Area other than any Residential Site which is either an Apartment Site, a Condominium Project Site or a Residential Condominium Unit.

Section 2.57 Supplemental Declaration. "**Supplemental Declaration**" shall mean a written Recorded instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which provides for the annexation of any portion of the Annexable Area to the Annexed Area in accordance with Section 3.2 of this Declaration.

Section 2.58 Tree Lawn Area. "**Tree Lawn Area**" shall mean any area which has been platted as a portion of a street right-of-way and which lies between the boundaries of a Residential Site within the Annexed Area and the pavement or curbing of the street. Tree Lawn Areas shall not include any driveways or walks.

Section 2.59 Tribunal. "**Tribunal**" shall mean a committee, consisting of one or more Directors of the Enforcing District, appointed by the Board of Directors to provide Notice and Hearing in certain instances as is more particularly provided in this Declaration and in the Rules and Regulations.

Section 2.60 Violation. "**Violation**" shall mean (a) an Improvement to Property for which the approval of the Architectural Review Committee shall be required pursuant to Article VIII of this Declaration, but for which said approval was not obtained before such Improvement to Property was constructed, installed or made, (b) an Improvement to Property for which approval of the Architectural Review Committee shall be required pursuant to Article VIII of this Declaration, but which has not been done in substantial compliance with the description of and materials furnished to, and any condition imposed by, the Architectural Review Committee, or was not completed within one (1) year after the date of commencement of work, (c) any failure by an Owner of a Residential Site to install landscaping on such Residential Site and the Tree Lawn Area adjacent to such Residential Site within the time period required by, and otherwise in accordance with the requirements of, Section 6.20 of this Declaration, or (d) any other violation of the Restrictions in this Declaration, a Supplemental Declaration or the Rules and Regulations by an Owner.

ARTICLE III ANNEXATION TO ANNEXED AREA

Section 3.1 Property Which May Be Annexed. At any time after the date this Declaration is Recorded until the expiration of the Period of Development, Declarant may, but shall in no way be required to, from time to time, unilaterally (and, except as otherwise expressly provided in Section 3.2, without the consent of the Enforcing District, any Owner, any Mortgagee or any other Person), add all or any portion of the Annexable Area which, at the time of such annexation, has been included within the district boundaries of the Enforcing District, to the Annexed Area and make the same subject to this Declaration in accordance with, and subject to, the provisions of Section 3.2. The Declarant may exercise its rights of annexation or development rights in all or any portion of the Annexable Area over which such rights have not already been exercised, and no assurances are made by Declarant as to the boundaries, timing or order of exercise of any such rights. Further, exercise by Declarant of its rights of annexation or development rights with respect to any portion(s) of the Annexable Area does not require that such rights of annexation or development rights must be exercised in all or any other portion(s) of the remainder of the Annexable Area. Finally, in addition to the foregoing, the Declarant may amend this Declaration at any time and from time to time during the Period of Development, in order to add additional real estate to the Annexed Area which is not a part of the Annexable Area from such locations as the Declarant may elect, in its sole discretion, so long as the additional real estate to be so added has been included within the district boundaries of the Enforcing District and the total additional real estate so annexed to the Annexed Area pursuant to this sentence, and which is not part of the Annexable Area, does not exceed twenty percent (20%) of the total area that is the Annexable Area as set forth on the attached Exhibit A.

Section 3.2 Manner of Annexation. Declarant, and other Persons with Declarant's written consent as hereinafter provided, may, but shall not be obligated to, at any time and from time to time, add real property ("**Property to be Annexed**") within the Annexable Area which, at the time of such annexation, has been included within the district boundaries of the Enforcing District, to the lands which are a part of the Annexed Area subject to this Declaration. Effective upon the Recording of a Supplemental Declaration containing the provisions set forth below in this Section 3.2, the Restrictions contained in this Declaration shall apply to the Property to be Annexed that are covered by such Supplemental Declaration; and thereafter the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the Property to be Annexed as with respect to other lands covered by this Declaration.

Improvements installed within Property to be Annexed shall be consistent in quality with the overall development plan for Reunion and shall be of such quality and character as will serve the purposes and objectives for which this Declaration has been established, as determined by Declarant in its sole discretion. Any lien arising from ownership or construction upon Property to be Annexed shall appertain only to such land and Improvements located thereon and shall not affect the rights of existing Owners or the priority of Mortgages on Privately Owned Sites or Local Common Areas within the Annexed Area theretofore subject to this Declaration.

Each Supplemental Declaration shall contain the following provisions, and any other provisions as Declarant may determine: (a) shall be executed and acknowledged by the owner of the Property to be Annexed described therein; (b) shall, if the Property to be Annexed is not then owned by Declarant, contain the executed and acknowledged written consent of Declarant; (c) shall contain an adequate legal description of the Property to be Annexed; (d) shall contain a reference to this Declaration which shall state its date, its date of Recordation and the reception number of the Records of the Clerk and Recorder of Adams County, Colorado, where this Declaration is Recorded; (e) shall state the land classification (Residential Site, Commercial Site, Religious Site, Miscellaneous Use Site or Local Common Area) of the Property to be Annexed, and if a Residential Site is included within such Property to be Annexed, whether the same constitutes a Single Family Residential Site, a Condominium Project Site, a Residential Condominium Unit or an Apartment Site; (f) shall, to the extent known or anticipated at such time, provide that Sites therein shall be subject to the jurisdiction of a Neighborhood Association or shall not be subject to the jurisdiction of a Neighborhood Association, and designate any Local Common Area within the Property to be Annexed described therein; provided, however, that if after a Supplemental Declaration for a Privately Owned Site is Recorded, the Owner of such Privately Owned Site desires to create a Neighborhood Association for such Privately Owned Site, no statement in such Supplemental Declaration that such Privately Owned Site shall not be subject to the jurisdiction of a Neighborhood Association shall preclude such Owner, in accordance with the Restrictions contained in this Declaration, from creating a Neighborhood Association for such Privately Owned Site, and any Local Common Area within the property covered by a Supplemental Declaration, but not designated as Local Common Area in such Supplemental Declaration, may later be designated as Local Common Area in a Neighborhood Declaration affecting such property; (g) shall state that such Property to be Annexed has been included within the district boundaries of the Enforcing District; and (h) shall contain a statement that the Property to be Annexed is declared to be part of the Annexed Area under this Declaration and that the Property to be Annexed shall be subject to this Declaration; provided, however, that more than one Recorded instrument may together constitute a Supplemental Declaration and such instruments may provide that the Restrictions contained in this Declaration shall apply to such Property to be Annexed, or a portion thereof, only upon the Recordation of the last of such instruments to be Recorded. Thus, by way of example but not of limitation, the first of such instruments to be Recorded may provide that a particular Privately Owned Site will become subject to the Restrictions contained in this Declaration upon the Recordation of a deed from Declarant or another specified Person to another Person conveying title to such Privately Owned Site, and in such case, the Restrictions contained in this Declaration would not apply to such Privately Owned Site until the Recordation of such deed. A Supplemental Declaration may provide for phased annexation so that real property may be made subject to the Supplemental Declaration and this Declaration at different times. A deed by which Declarant conveys a parcel of property to another Person may constitute a Supplemental Declaration if it meets the foregoing requirements. A Supplemental Declaration may impose on the Property to be Annexed described therein additional covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions than those set forth in this Declaration, taking into account the unique and particular aspects of the proposed development of the Property to be Annexed covered thereby. A Supplemental Declaration may provide for a Neighborhood Association of Owners within the property described in the Supplemental Declaration and for the right of the Neighborhood Association to assess such Owners.

Upon Recordation of a Supplemental Declaration for Property to be Annexed within the Annexable Area as aforesaid, such Property to be Annexed shall thereupon, automatically and without any further action by any other party, be a part of the Annexed Area and thereafter be subject to the Restrictions and other provisions set forth in this Declaration, for the duration thereof. Conversely, unless and until a Supplemental Declaration for Property to be Annexed within the Annexable Area is Recorded, such Property to be Annexed shall not be subject to this Declaration, none of the Restrictions in this Declaration shall be construed to affect, encumber, apply to or constitute a cloud upon title to such Property to be Annexed, and the Owner of such Property to be Annexed shall not, by virtue of such ownership, be entitled to any of the rights and benefits to which Owners of Privately Owned Sites are entitled pursuant to this Declaration.

Section 3.3 No Annexation Required; Contraction of Annexable Area; Withdrawal of Annexed Area. Notwithstanding any other provision of this Declaration to the contrary, nothing in this Declaration shall be construed to obligate the Annexable Area, or any portion thereof, to be made subject to this Declaration. Declarant expressly reserves the right, in its sole discretion, to determine not to make the Annexable Area, or any portion thereof, subject to this Declaration. The Annexable Area may, in Declarant's sole discretion, from time to time be contracted to delete any portion of the Annexable Area (which has not theretofore been made a part of the Annexed Area), provided that Declarant is the owner of such portion, effective upon the Recordation of a written instrument, executed by Declarant, referring to this Declaration, describing such portion and declaring that such portion shall thereafter be deleted from the Annexable Area under this Declaration. Additionally, portions of the Annexed Area ("**Property to be Withdrawn**") may be withdrawn from the Annexed Area and from this Declaration for any reason, including correction of a surveyor error or other technical or clerical error. Such withdrawal may be accomplished by the execution, acknowledgment and Recordation of a notice of withdrawal of particular Property to be Withdrawn that (a) shall be executed and acknowledged by the Owner or Owners of the Property to be Withdrawn; (b) shall, if the Property to be Withdrawn is not then owned by Declarant, contain the executed and acknowledged written consent of Declarant for the duration of the Period of Development, and thereafter, the written consent of the Enforcing District; (c) shall contain an adequate legal description of the Property to be Withdrawn; (d) shall contain a reference to this Declaration and to the applicable Supplemental Declaration for the Property to be Withdrawn, which reference shall state the date thereof, the date of Recordation thereof and the book and page, reception or instrument number, as the case may be, of the Adams County Records where this Declaration and such Supplemental Declaration were Recorded; and (e) shall contain a statement and declaration that the Property to be Withdrawn is withdrawn from the Annexed Area and from the effect of this Declaration and the Supplemental Declaration for the Property to be Withdrawn. The withdrawal shall be effective upon filing for Record of the notice of withdrawal. Nothing herein shall be interpreted to prohibit later annexation of any Property to be Withdrawn that has been so withdrawn.

ARTICLE IV ENFORCING DISTRICT

Section 4.1 General Powers of Enforcing District. Each portion of the Annexed Area, at the time that it is annexed to this Declaration and made a part of the Annexed Area, shall be located within the district boundaries of the Enforcing District. The Enforcing District shall have, and may exercise, with regard to the Annexed Area, all powers and authority reasonably necessary to exercise its rights and powers and to perform its duties and obligations under this Declaration, including, without limitation: (a) the power to adopt and amend budgets for revenues, expenditures and reserves; (b) the power, as provided by applicable Law (including, without limitation, pursuant to the provisions of C.R.S. § 32-1-1001(1)(j)(I)), to fix and collect taxes, fees and other charges for expenses from the Owners of

Privately Owned Site within the Annexed Area to administer the Enforcing District's rights, powers and duties provided in this Declaration; (c) the power to manage and enforce the Restrictions provided herein; (d) the power to contract with a Manager for the management of the Annexed Area and/or the administration of all other rights, powers, duties and obligations related to the operation of the Annexed Area as contemplated herein; (e) the power to adopt and to enforce Rules and Regulations as elsewhere contemplated in this Declaration; (f) the power to levy reasonable fees, Fines and penalties for Violations of any of the Restrictions contained in this Declaration, any Supplemental Declaration and/or in the Rules and Regulations, and to collect such fees, Fines and penalties, as provided in Section 4.5 and as may be provided by applicable Law (including, without limitation, pursuant to the provisions of C.R.S. § 32-1-1001(1)(j)(I)); (g) the power from time to time to assign its rights and powers, and to delegate its duties and obligations, to another Person in accordance with Section 4.2; (h) the right, power and authority at any time, and from time to time, to enter into agreements and otherwise to cooperate with any Neighborhood Association, the Homeowners Association, any other community associations, any other governmental or quasi-governmental entity, or any other special district, in furtherance of the purposes of this Declaration, including, without limitation, performing the services called for under this Declaration; and (i) all other rights, powers and authority it may have pursuant to Law as may be necessary to enforce the Restrictions contained in this Declaration.

Section 4.2 Designation of Enforcing District; Power to Assign and Delegate.

Declarant hereby designates the North Range District as the Enforcing District under this Declaration. Notwithstanding the foregoing, pursuant to the Master IGA, the North Range District has assigned and delegated to the Reunion District, for so long as the Master IGA shall remain in effect or as the North Range District and the Reunion District may otherwise agree, the right and obligation to exercise all of the rights and powers, and to perform all of the duties and obligations, of the North Range District as the Enforcing District under this Declaration; provided, however, that notwithstanding such delegation, the North Range District shall nevertheless constitute the Enforcing District under this Declaration. Additionally, the entity which at that time constitutes the Enforcing District hereunder shall have the right to assign and transfer its rights and interests as the Enforcing District hereunder to any other metropolitan district within whose district boundaries the Annexed Area may be located, or any other governmental entity that, pursuant to the provisions of Law, shall be authorized to exercise the rights and powers, and to perform the duties and obligations, of the Enforcing District under this Declaration, pursuant to a Recorded written instrument executed by such entities. No such assignment or delegation shall affect any revocation, change or addition to the Restrictions.

Section 4.3 Duties with Respect to ARC and CEC. The Enforcing District shall perform functions to assist the Covenant Enforcement Committee as provided in Article VII of this Declaration, and the Architectural Review Committee as provided in Article VIII of this Declaration.

Section 4.4 Power to Adopt Rules and Regulations. The Enforcing District may adopt, amend, repeal and enforce such Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration (including, without limitation, those Restrictions contained in Article VI of this Declaration), the provisions regarding Notice and Hearing rights as contemplated in this Declaration, and the use of any property within the Annexed Area, including Privately Owned Sites. Any such Rules and Regulations shall be reasonable and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Written notice of the adoption, amendment or repeal of any Rules or Regulations shall be posted at the Enforcing District's office, and copies of the currently effective Rules and Regulations shall be made available to each Owner upon request and payment of the copying cost. Each Owner shall comply with such Rules and Regulations and shall see that Related Users of such Owner comply with the Rules and Regulations. Rules and Regulations shall have the same force and effect as if they were set

forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 4.5 Power to Enforce Declaration and Rules and Regulations. The Enforcing District shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations, and shall take such action as the Board deems necessary or desirable to cause compliance by each Owner and the Related Users of each Owner. Without limiting the generality of the foregoing, the Enforcing District shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations, including, without limitation, any decision reached by the Covenant Enforcement Committee or the Architectural Review Committee, by any one or more of the following means: (a) by entry upon any property (other than the interior of any Dwelling Unit) within the Annexed Area after Notice and Hearing (unless an "Emergency Situation," as defined in Section 10.13, exists), without liability of the Enforcing District to the Owner or occupants thereof, for the purpose of enforcement of or causing compliance with this Declaration or the Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages, or other amounts to which the Enforcing District is entitled, for a Violation of any of the provisions of this Declaration or the Rules and Regulations; and (d) by levying and collecting, after Notice and Hearing, reasonable and uniformly applied Fines, established in advance herein or in the Rules and Regulations or otherwise in accordance with the provisions of applicable Law, from any Owner or Related User, for a Violation by such Owner or Related User of this Declaration, any Supplemental Declaration or such Rules and Regulations.

Section 4.6 Duty to Maintain Register of Addresses and Notify of Address Change.

The Enforcing District shall maintain a "**Register of Addresses**" which contains the address (which shall include the facsimile number, if any, and, if the recipient desires to receive notices from the Enforcing District by e-mail, the e-mail address) of each Owner, the Enforcing District and Declarant. The initial address for each Owner in the Register of Addresses shall be the address for such Owner set forth in the deed or other instrument of Record conveying the Privately Owned Site to such Owner, or, if no such address is set forth, the Privately Owned Site of such Owner. The initial address for the Declarant in the Register of Addresses shall be 9135 South Ridgeline Boulevard, Suite 200, Highlands Ranch, Colorado 80129. The initial address for the Enforcing District shall be North Range Metropolitan District No. 1, 17910 East Parkside Drive North, Commerce City, Colorado 80022. Any Person may change its address in the Register of Addresses by giving notice to the Enforcing District of a new address in accordance with Section 10.10, and the Enforcing District shall update the Register of Addresses in accordance with any such notice. The Enforcing District shall provide the address for each Person as listed in the Register of Addresses to any Person who requests such information and certifies to the Enforcing District in writing that they intend to use such information to give notice to Owners under this Declaration. The Enforcing District shall have no liability to any Person (including any Owner or Declarant) for providing the address as listed in the Register of Addresses, regardless of whether such address is correct or whether any director, officer, employee or agent of the Enforcing District has knowledge, actual or imputed, that the address in the Register of Addresses is not correct. No information with respect to Declarant's or any Owner's address shall be imputed to the Enforcing District or any director, officer, employee or agent of the Enforcing District, and the Enforcing District shall be entitled to rely solely on the initial address determined in accordance with this Section 4.6 or the most recent address, if any, furnished to the Enforcing District by Declarant or any Owner by notice given in accordance with Section 10.10. Upon any change in the address of the Enforcing District, the Enforcing District shall execute and file for Recording an instrument which refers to this Declaration and sets forth a new address expressly for purposes of giving notice to the Enforcing District under this Declaration.

Section 4.7 Estoppel Certificates. The Enforcing District shall, upon the request of any interested party and after confirming any necessary facts with the Covenant Enforcement Committee and the Architectural Review Committee, furnish a certificate with respect to (a) the approval of disapproval of any Improvement to Property or regarding whether any Improvement to Property was made in compliance with this Declaration, (b) whether any Violation of the CEC Restrictions then exists for a particular Privately Owned Site, and (c) whether any amounts are then payable by the Owner of a particular Privately Owned Site to the Enforcing District, the Covenant Enforcement Committee or the Architectural Review Committee pursuant to this Declaration. Any Person without actual notice to the contrary shall be entitled to rely on said certificate with respect to all matters set forth therein.

ARTICLE V
DECLARANT'S RIGHTS AND RESERVATIONS

Section 5.1 Period of Declarant's Rights and Reservations. Declarant shall have, and hereby retains and reserves, the Special Declarant Rights as hereinafter set forth from the date hereof until the expiration of the Period of Development. Notwithstanding any other provisions of this Declaration, the rights and reservations set forth in this Article V, in Article III and in Sections 1.7, 2.40, 6.10, 6.11, 6.17, 6.20, 6.29, 7.14, 8.1, 8.29, 9.2, 9.3, 10.1, 10.2, 10.3, 10.4, 10.5, 10.9, 10.11, 10.13, 10.17 and 10.18, and Declarant's right to exercise any and all of such rights and reservations (collectively, the "**Special Declarant Rights**"): (a) shall be deemed excepted and reserved in each conveyance of property within the Annexed Area, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Annexed Area is so conveyed; (b) shall be prior and superior to any other provisions of this Declaration, and in the event of any inconsistency between the provisions of this Declaration pertaining to the Special Declarant Rights and any other provisions of this Declaration, the provisions pertaining to the Special Declarant Rights shall control; and (c) may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of this Declaration during the Period of Development. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment. Declarant shall have the right from time to time to assign or transfer the Special Declarant Rights to any Person by a written and Recorded instrument, in whole or in part, or as to the entirety of the Annexed Area or only a designated portion thereof, as may be more particularly provided in such instrument.

Section 5.2 Declarant's Rights to Complete Development of Reunion. No provision of this Declaration shall be construed to prevent or limit Declarant's rights, and Declarant expressly reserves the right, to complete the development of property within the boundaries of Reunion, including, without limitation, the Annexed Area; to construct or alter Improvements on any property owned by Declarant within Reunion, including, without limitation, the Annexed Area; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant within Reunion, including, without limitation, the Annexed Area; and to post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the boundaries of Reunion, including, without limitation, the Annexed Area. No such model home, or construction, sales or leasing office located on a Privately Owned Site owned by Declarant or others authorized by Declarant shall constitute Local Common Area or common property of, or otherwise be owned by, the Enforcing District or any other Owner; rather, such property (with Improvements thereon) shall constitute a Privately Owned Site. Declarant may maintain, or permit other Persons to maintain, management offices, signs, model homes, construction offices, trailers and sales offices, in such numbers, of such sizes and at such locations within Reunion, including, without limitation, within the Annexed Area, as Declarant may determine in its reasonable discretion from time to time. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to excavate, cut, fill or grade any property owned by Declarant or to construct, alter, demolish or replace any Improvements on any property owned

by Declarant, or to use any structure on any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within the boundaries of Reunion, including, without limitation, within the Annexed Area, nor shall anything herein be deemed to require Declarant to seek or obtain the approval of the Architectural Review Committee or of the Enforcing District for any such activity or Improvement to Property by Declarant on any property owned by Declarant. Declarant reserves the right, prior to the time that a particular lot or tract within the Annexable Area has been annexed to and made subject to this Declaration and so long as Declarant is the Owner of such lot or tract, to resubdivide or change the boundaries of such lot or tract in accordance with the provisions of applicable Law without the same constituting an amendment of this Declaration and without the consent, approval or vote of any other party, including, without limitation, the Owners or the Enforcing District. Nothing in this Section shall limit or impair the reserved rights of Declarant as may be elsewhere provided in this Declaration.

Section 5.3 Declarant's Rights to Grant and Create Easements. Declarant shall have and hereby reserves the right, in addition to its rights under Section 9.3, to grant or create temporary or permanent easements, for access, utilities, drainage, water and other purposes incident to development and sale of Reunion, located in, on, under, over and across Privately Owned Sites owned by Declarant.

Section 5.4 Limitations Imposed by Government Mortgage Agencies. The exercise of the rights of Declarant reserved herein shall be subject to such reasonable requirements and limitations as may be imposed by Government Mortgage Agencies or other governmental authorities having jurisdiction including any requirements for consent or approval by such Government Mortgage Agencies or governmental authorities.

ARTICLE VI
GENERAL RESTRICTIONS APPLICABLE TO PROPERTY

Section 6.1 Limitations and Restrictions. All of the Annexed Area, including, without limitation, Privately Owned Sites and Local Common Area within the Annexed Area, shall be held, used and enjoyed subject to the following limitations and restrictions contained in this Article VI, subject to the exemptions for Declarant set forth in this Declaration, and subject to the applicable limitations and restrictions as may be contained in the Rules and Regulations. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Covenant Enforcement Committee if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing or be contained in written guidelines or rules promulgated by the Covenant Enforcement Committee.

Section 6.2 Maintenance of Property. No property within the Annexed Area shall be permitted to fall into disrepair, and all property within the Annexed Area, including any Improvements and landscaping thereon, shall be kept and maintained in a clean, safe, healthy, attractive and sightly condition and in good repair. Maintenance, repair and upkeep of each Privately Owned Site shall be the responsibility of the Owner of the Site. Violation of this provision by an Owner shall permit the Enforcing District, after Notice and Hearing, to enter on the Privately Owned Site to cure the Violation or cause compliance with this provision and to levy and collect from such Owner the costs and expenses of the Enforcing District in so doing as is more particularly provided in Section 7.15; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless an Emergency Situation exists.

Section 6.3 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Annexed Area, nor shall anything be done or placed

thereon, which is or may become a nuisance or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others.

Section 6.4 No Annoying Light, Sounds or Odors. No light shall be emitted from any property within the Annexed Area which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any property within the Annexed Area which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells or other light or sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Architectural Review Committee.

Section 6.5 No Hazardous Activities. No activity shall be conducted on, and no Improvement shall be constructed on, any property within the Annexed Area which is 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 property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

Section 6.6 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within a structure, including snow removal equipment and garden or maintenance equipment, except when actually in use.

Section 6.7 Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any part of the Annexed Area, except within an enclosed structure or when appropriately screened from view, except that any container containing such materials may be placed outside at proper times for garbage or trash pickup.

Section 6.8 No Temporary Structures. No tent, shack, temporary structure or temporary building shall be placed upon any property within the Annexed Area, except with the prior written consent of the Architectural Review Committee obtained in each instance.

Section 6.9 Restriction on Antennae, Pipes and Utility Lines. Pipes for water, gas, sewer, drainage or other purposes, and wires, fiber optic and other cables, poles, antennae and other facilities for the transmission or reception of audio, visual or other electromagnetic signals or electricity, and utility meters or other utility facilities, to the extent reasonably possible, shall be kept and maintained, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antenna of any type (including satellite dishes) shall be erected or maintained in the Annexed Area, except that: (a) on Commercial Sites an Owner may erect an antenna if: (i) such antenna is necessary to carry on the business conducted by the Owner on the Site; (ii) the Owner obtains any necessary consents to the erection of such an antenna in accordance with the provisions of the Supplemental Declaration covering that Commercial Site; and (iii) if the erection of such antenna is in compliance with all applicable statutes, ordinances and regulations; and (b) the requirements of this Section shall not apply to those "antenna" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996, and the regulations promulgated pursuant thereto, as amended from time to time. As to "antenna" which are specifically covered by the Telecommunications Act of 1996, and the regulations promulgated pursuant thereto, the Architectural Review Committee shall be empowered to adopt rules and regulations governing the types of "antenna" that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, and the regulations promulgated

pursuant thereto, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance of such "antenna."

Section 6.10 Restrictions on Signs and Advertising Devices. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Annexed Area so as to be evident to public view, except such signs as may be approved in writing by the Architectural Review Committee and except such signs as Declarant, or other Persons authorized by Declarant, shall be entitled to post or erect pursuant to Section 5.2. Notwithstanding the foregoing, however, a sign advertising a Privately Owned Site for sale or for lease may be placed on such Privately Owned Site; provided, however, that standards relating to dimensions, color, style and location of such a sign shall be determined from time to time by the Architectural Review Committee and shall comply with the sign code of Commerce City, Colorado and with all other applicable Laws.

Section 6.11 Restrictions on Mining or Drilling. No property within the Annexed Area shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, coal, minerals, rocks, stones, gravel or earth, except drilling, exploring for or removing underground water by Declarant or any Person designated by Declarant for the purpose of providing water service to property within the boundaries of Reunion, and except mining, drilling or exploring for oil, gas or other hydrocarbons or minerals below a depth of five hundred feet (500') from the surface of the land from surface sites located outside the Annexed Area, all of which drilling, exploring, mining or removing underground water, oil, gas or other hydrocarbons or minerals shall not disturb or subside the surface of the ground in any portion of the Annexed Area (other than any property within the Annexed Area which is owned by Declarant or by such Person so designated by Declarant). ~~Nothing in this Section shall, however, apply to or affect the rights of any Person who acquired an interest~~ in any oil, gas or other hydrocarbons, coal, minerals, rocks, stones, gravel or earth pertaining to any portion of the Annexed Area prior to the date upon which such portion of the Annexed Area was annexed to and made a part of the Annexed Area in accordance with the provisions of this Declaration.

Section 6.12 Maintenance of Drainage. There shall be no interference with or modification to the established drainage pattern over any property within the Annexed Area, except as approved in writing by the Architectural Review Committee. Such approval shall not be granted unless provision is made for adequate alternate drainage in accordance with the recommendations, satisfactory to the Architectural Review Committee, of a certified engineer set forth in an engineer's report obtained by the Person desiring to interfere with or modify such established drainage pattern, at such Person's expense, and submitted by such Person to the Architectural Review Committee with the request by such Person for such approval. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed by the homebuilder (including, without limitation, Declarant, if Declarant is the homebuilder) or other party performing such overall grading, and shall include any established drainage pattern shown on plans, if any, approved by the Architectural Review Committee. The established drainage pattern may include the drainage pattern from Local Common Area over any Privately Owned Site, from any Privately Owned Site over Local Common Area, or from any Privately Owned Site over another Privately Owned Site.

Section 6.13 Compliance with Laws. Nothing shall be done or kept on any property within the Annexed Area in violation of any Law of any governmental authority having jurisdiction.

Section 6.14 Restrictions on Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system shall be installed within the Annexed Area without the prior written consent of the Architectural Review Committee, except a central sewage disposal system installed and maintained by a water and sanitation district, metropolitan district or other governmental or quasi-governmental

sanitation agency providing sewage disposal services to a significant portion of the Annexed Area. Any sewage disposal system installed for property within the Annexed Area shall be subject to applicable Laws of any governmental authority having jurisdiction.

Section 6.15 Restoration in the Event of Damage or Destruction. In the event of damage to or destruction of any Improvement on any Privately Owned Site, the Owner thereof shall, subject to the approval of the Architectural Review Committee, if and to the extent that the approval of the Architectural Review Committee is required therefor pursuant to Section 8.1, either: (a) cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Review Committee; or (b) the Owner shall cause the damaged or destroyed Improvement to be demolished and the Privately Owned Site to be suitably landscaped, so as to present a pleasing and attractive appearance.

Section 6.16 Residential Use. Each Dwelling Unit on a Single Family Residential Site, each Residential Condominium Unit and each Apartment Unit on an Apartment Site shall be used solely for (a) one Common Household Group for Residential Use purposes and such purposes as are customarily incident thereto, and shall not be used at any time for business, commercial or professional activities; provided, however, that (b) an Owner of a Single Family Residential Site may use his Dwelling Unit, the Owner of a Residential Condominium Unit may use his Residential Condominium Unit, and the tenant or occupant of an Apartment Unit may use his Apartment Unit, for professional or other home occupations so long as there is no external evidence thereof and no unreasonable inconvenience to the neighbors is created, and (c) the Owner of a Single Family Residential Site may rent or lease the Dwelling Unit constructed on the Single Family Residential Site, the Owner of a Residential Condominium Unit may lease such Residential Condominium Unit, and the Owner of an Apartment Site may lease each Apartment Unit located on such Apartment Site, for residential living purposes for a term of at least thirty (30) days, pursuant to a written lease or rental agreement. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of this Declaration, the Rules and Regulations and the applicable Supplemental Declaration, and shall provide that failure by the lessee of such Dwelling Unit, Residential Condominium Unit or Apartment Unit, as the case may be, to comply with the terms of any such documents shall constitute a default under the lease or rental agreement.

Section 6.17 No Further Subdivision. No Local Common Area, Privately Owned Site or Improvement thereon in the Annexed Area (other than a Privately Owned Site or Improvement thereon owned by Declarant) may be further subdivided (including, without limitation, by imposing a condominium ownership regime thereon), nor may any easement or other interest therein less than the whole (including any time-share estate) be conveyed by the Owner thereof (including any Neighborhood Association but excluding Declarant), unless such Owner complies with the requirements of applicable Law and unless such Owner obtains the prior approval thereto of Declarant, at any time during the Period of Development, or of the Enforcing District, at any time after the expiration of the Period of Development. In applying for the approval of the Declarant, or the Enforcing District, as the case may be, of any such further subdivision of a Privately Owned Site, such Owner shall submit to the Declarant, or the Enforcing District, as the case may be, all maps, plats and other documentation required to be submitted by such Owner to the applicable governmental authorities. The Declarant, or the Enforcing District, as the case may be, may approve any such proposed further subdivision unless the Declarant, or the Enforcing District, as the case may be, determines, in its sole discretion, that such subdivision is inconsistent or incompatible with the PUD Zone Document or this Declaration or the applicable Supplemental Declaration (including, without limitation, the provisions of this Declaration or such Supplemental Declaration with respect to annexation procedures, use restrictions and architectural control) or determines, in its sole discretion, that such subdivision might be detrimental to the interests of the Enforcing District or another Owner. Either of the Declarant or the Enforcing District shall have the

right, at its option, to assign and delegate its rights and duties under this Section, with respect to all or a specified portion of the Annexed Area, to the Architectural Review Committee, or, with respect to a certain portion of the Annexed Area covered by a Supplemental Declaration, any similar architectural committee that may be established pursuant to such Supplemental Declaration or a Neighborhood Declaration. Nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Declarant or the Enforcing District for, (a) selling or leasing of an entire Privately Owned Site in accordance with Section 6.16 (to the extent the same is applicable), (b) leasing an Apartment Unit in accordance with Section 6.16 (to the extent the same is applicable) or space within an Improvement located on any Commercial Site, Religious Site or Miscellaneous Use Site, or (c) transferring or selling any Privately Owned Site to more than one Person to be held by them as tenants in common, joint tenants or tenants by the entirety.

Section 6.18 No Hanging Articles. No clothing or household fabrics or other articles shall be hung, dried or aired on any Privately Owned Site or Local Common Area in such a way as to be visible from other Privately Owned Sites or from the Annexed Area except to the extent otherwise provided in guidelines promulgated by the Architectural Review Committee under the Homeowners Declaration.

Section 6.19 Solar Obstructions. No vegetation or other Improvements shall be planted, constructed or maintained upon any Residential Site in the Annexed Area in such location or of such height as to unreasonably obstruct the operation of any previously existing solar energy installation. In the event of a dispute between Owners in the Annexed Area as to the obstruction of the operation of a solar energy installation, such dispute shall be resolved in accordance with the provisions for Notice and Hearing contained in the Rules and Regulations. Any such obstruction shall, upon request of the Board of Directors, be removed or otherwise altered to the satisfaction of the Board of Directors, by the Owner of the Residential Site upon which said obstruction is located. Each Owner of a Residential Site shall be responsible for periodic trimming and pruning of all hedges, shrubs and trees located on the Site so as to not unreasonably obstruct the operation of any previously existing solar energy installation.

Section 6.20 Landscaping. Within ninety (90) days after the date of Recordation of the Supplemental Declaration for a Residential Site in the Annexed Area, subject, however, to reasonable delays resulting from weather conditions, or within such longer period as may be approved in writing by the Architectural Review Committee or authorized in guidelines promulgated by either the Architectural Review Committee or the Enforcing District, the Owner of such Residential Site shall install and thereafter maintain landscaping on the Residential Site and the Tree Lawn Area adjacent to such Residential Site in a neat and attractive condition, including, without limitation, all necessary landscaping and gardening to properly maintain and periodically replace when necessary any trees, plants, grass and other vegetation which may be originally placed on such Residential Site or such Tree Lawn Area by the Declarant. The Architectural Review Committee and/or the Enforcing District may adopt guidelines or rules to regulate landscaping permitted and required on the Privately Owned Sites and Tree Lawn Areas in the Annexed Area as provided in this Declaration; provided, however, that Declarant shall be exempt from compliance with such rules and regulations. In the event that any Owner shall fail to install and maintain landscaping in conformance with such guidelines or rules, or shall allow landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Enforcing District upon thirty (30) days prior written notice to such Owner shall have the right either (a) to seek any remedies at law or in equity which it may have or to correct such condition, or (b) after Notice and Hearing, to enter upon such Owner's Privately Owned Site and the adjacent Tree Lawn Area for the purpose of correcting such condition and such Owner shall promptly reimburse the Enforcing District for the cost thereof, or (c) both of the foregoing.

Section 6.21 Vehicle Restriction. No recreation vehicle, camper, campers not on a truck, boat, mobile home, horse trailer or other trailer, tractor, motor home or truck (other than a pickup truck) shall be stored or shall be parked anywhere within the Annexed Area or on any public or private road or street in such a manner as to be visible from any portion of the Annexed Area for longer than seventy-two (72) hours in the same place or general area ("general area" meaning the area within a 1,500 foot radius of such place) or for such other period as may be approved in writing by the Architectural Review Committee or authorized in guidelines promulgated by the Architectural Review Committee. Any such vehicle may be kept only within a garage, an enclosed structure approved by the Architectural Review Committee or within a parking area designated by the Enforcing District for storage and parking of such vehicles. No inoperable vehicle shall be repaired, constructed or allowed to remain on any portion of the Annexed Area or on any private or public street or road in such a manner as to be visible from any portion of the Annexed Area. No vehicle, including, but not limited to, motorcycles, motorbikes, snowmobiles, bicycles, automobiles, trucks and trailers may be kept or used anywhere within the Annexed Area in violation of any applicable Rules and Regulations. Such Rules and Regulations, among other things, may prohibit the keeping or use of motorcycles, motorbikes, snowmobiles or other loud or offensive vehicles, or may limit their use, and may regulate places of parking of such vehicles.

Section 6.22 Animals. No animals of any kind shall be raised, bred or kept on any Residential Site in the Annexed Area except as hereinafter provided. A reasonable number of dogs, cats or other household pets may be kept on a Residential Site, provided that (a) they are not kept, bred or maintained for any commercial purposes, (b) they do not make objectionable noises or otherwise constitute an unreasonable nuisance to other Owners, (c) they are kept within an enclosed yard on the Residential Site occupied by the Owner of such pets or on a leash being held by a Person capable of controlling the animal, and (d) they are not in violation of any other provision of this Declaration or the Rules and Regulations. A "reasonable number" as used in this Section 6.22 shall ordinarily mean no more than two (2) pets per Site; provided, however, that the Board of Directors or such other Person as the Board of Directors may from time to time designate, may from time to time determine that a reasonable number in any instance may be more or less than two (2). The Board of Directors shall have the right to prohibit maintenance of any animal which, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner maintaining any animal, and any Related User, shall be liable in accordance with Colorado Law to each and all remaining Owners and Related Users of such Owners for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility of each such Owner or Related User to clean up after such animals to the extent they have used any portion of the Privately Owned Site of another Owner or any Local Common Area.

Section 6.23 Restriction on Exterior Lighting. Except as may be approved in writing by the Architectural Review Committee or in guidelines promulgated by the Architectural Review Committee, no exterior lighting shall be permitted anywhere on a Residential Site within the Annexed Area, including lighting to accent landscaping features, lights at entrance doors to structures, lights at entrances to property, lights along paths or driveways and lights to illuminate permitted signs. Any permitted exterior lights shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Review Committee or in guidelines promulgated by the Architectural Review Committee.

Section 6.24 Casualty Insurance for Improvements. Each Owner of a Privately Owned Site within the Annexed Area shall be obligated to obtain and keep in full force and effect at all times casualty insurance with respect to all insurable Improvements on the Privately Owned Site for the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief and, if available and if deemed appropriate by the Enforcing District as evidenced by a

resolution of the Board of Directors, including flood, earthquake or war risk. In the event of damage or destruction to any insured Improvements, the proceeds of such insurance shall be applied by the Owner thereof, to the extent necessary, to cause the damage or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Review Committee, if and to the extent that the Architectural Review Committee is authorized to approve the same pursuant to Section 8.1, or if it is not, in accordance with the applicable Supplemental Declaration, or to cause the damaged or destroyed Improvement to be demolished and the Privately Owned Site to be suitably landscaped so as to present a pleasing and attractive appearance.

Section 6.25 Solar Energy Installations. The Architectural Review Committee shall approve the plans and specifications for the installation of solar systems on a Residential Site within the Annexed Area, provided that the Architectural Review Committee determines that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the Annexed Area. Any such Architectural Review Committee approval shall have no effect upon the enforceability of any other use Restriction in this Declaration or the applicable Supplemental Declaration. The Architectural Review Committee may promulgate reasonable standards and guidelines against which to examine any such plans and specifications, in accordance with Article VIII. Any such standards or guidelines restricting the installation or use of a solar energy system shall not significantly increase the cost of the system, nor significantly decrease its efficiency.

Section 6.26 Garage Sales. No garage, patio, porch or lawn sale shall be held on any Residential Site within the Annexed Area, except that the Owner of any such Residential Site may ~~conduct such a sale for up to three (3) consecutive days not more than twice in any calendar year if (a) the~~ items sold are only his own furniture and furnishings, not acquired for purposes of resale; (b) such sale is held at such time and in such manner as not to unreasonably disturb any other resident of the area; and (c) such sale is held in full compliance with the requirements of all applicable Law.

Section 6.27 Fencing. It shall be the responsibility of the Owner of a Privately Owned Site who desires to install any fencing on or for his Privately Owned Site, at such Owner's expense: (a) to obtain the approval of such fencing by the Architectural Review Committee in accordance with Article VIII of this Declaration, and to install such fence in accordance with the applicable guidelines, rules and other requirements of the Architectural Review Committee; (b) to obtain all required Governmental Approvals for such fencing in accordance with Section 8.13; (c) to engage the services of a professional surveyor to insure that such fencing is installed upon the Privately Owned Site of such Owner and does not encroach onto any adjoining Privately Owned Site, Local Common Area or other property not owned by such Owner. The Owners of Privately Owned Sites with a fence installed along the common property lines of such Privately Owned Sites are encouraged to enter into agreements that shall provide for the joint maintenance, repair and replacement of such fence by such Owners.

Section 6.28 Window Coverings. No external window covering or reflective covering may be placed, or permitted to remain, on any window of any building, structure or other Improvement on a Residential Site within the Annexed Area without the prior written approval of the Architectural Review Committee.

Section 6.29 Exemption for Declarant. At such times as Declarant owns any Privately Owned Sites in the Annexed Area annexed within the Period of Development, Declarant shall be exempt from the provisions of Sections 6.8, 6.9 and 6.10, and shall be exempt from any other Restrictions in this Declaration to the extent that they impede Declarant's development and marketing activities pursuant to Section 5.2.

ARTICLE VII
COVENANT ENFORCEMENT COMMITTEE

Section 7.1 Establishment of Committee. The Enforcing District may from time to time establish a Covenant Enforcement Committee, the members of which shall be appointed by the Board of Directors of the Enforcing District. The Enforcing District may also from time to time deactivate the Covenant Enforcement Committee previously established by the Enforcing District. At any time that the Covenant Enforcement Committee has not been established, or shall have been so deactivated or for any other reason shall not then be in existence, all rights, powers, duties and obligations of the Covenant Control Committee under this Declaration shall be exercised or performed by the Enforcing District or, if so elected by the Board of Directors, by a Tribunal appointed by the Board of Directors as may be provided in the Rules and Regulations. Members of the Covenant Enforcement Committee may, but need not necessarily, be Owners of Privately Owned Sites within the Annexed Area, members of the Board of Directors, members of the Architectural Review Committee, or representatives designated by Declarant. Members of the Covenant Enforcement Committee shall be appointed by the Enforcing District at a meeting of the Board of Directors. Members of the Covenant Enforcement Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until they resign or are removed by the Board. Unless otherwise specified in this Declaration, the vote or written consent of a majority of the members of the Covenant Enforcement Committee shall constitute the act of the Covenant Enforcement Committee. The Enforcing District may at any time, and from time to time, change the authorized number of members of the Covenant Enforcement Committee, but the number of members shall always be an odd number and shall be not less than three.(3).

Section 7.2 Address of CEC. The address of the Covenant Enforcement Committee shall be that of the address of the Enforcing District as set forth in Section 4.6.

Section 7.3 Purposes and General Authority Regarding CEC Restrictions. Except as hereinafter provided with respect to certain functions of the Covenant Enforcement Committee, the Enforcing District shall be responsible for the ministerial administration and enforcement of the CEC Restrictions, and shall have the right to: (a) accept complaints for Violations, or alleged Violations, of the CEC Restrictions; (b) inspect the Annexed Area regarding Violations, or alleged Violations, of the CEC Restrictions; (c) issue various notices to Owners regarding the CEC Restrictions as contemplated in this Declaration; and (d) provide all ministerial administration and enforcement of the CEC Restrictions as provided or required by the Enforcing District and this Declaration, including, without limitation, the right to exercise the rights and remedies available to the Enforcing District as elsewhere provided in this Declaration. The Enforcing District shall review all complaints and notifications provided by the Declarant, an Owner, the Enforcing District, any Manager or other Person (including the Reunion District, if applicable) acting on behalf of the Enforcing District, the Architectural Review Committee, or a Neighborhood Association regarding a Violation, or alleged Violation, of any of the CEC Restrictions. The Enforcing District shall have the right to make an investigation on its own regarding possible Violations of the CEC Restrictions. The Enforcing District shall have the authority to determine whether an Owner has committed a Violation of the CEC Restrictions, and upon such determination, may issue to such Owner a notice (a "CEC Violation Notice") identifying the particular circumstances or conditions of such Violation and requiring such Owner to take such actions as are specified in the CEC Violation Notice as may be necessary to correct, remedy or otherwise remove such Violation, including the time period by which such Violation must be remedied. In addition to any other right or remedy that may be provided for in this Declaration, the Rules and Regulations or at law or in equity for the occurrence of a Violation of the CEC Restrictions by the Owner of a Privately Owned Site, the Enforcing District shall

have the right to post a CEC Violation Notice therefor upon such Privately Owned Site. Such Owner shall have the right, in accordance with Section 7.8, to request a hearing before the Covenant Enforcement Committee with respect to any such CEC Violation Notice given to it by the Enforcing District.

Section 7.4 Purposes and General Authority of CEC. The Covenant Enforcement Committee shall have the right to: (a) if requested by an Owner alleged to have committed a Violation of the CEC Restrictions, conduct a hearing regarding such alleged Violation in accordance with the provisions for Notice and Hearing set forth in the Rules and Regulations, as is provided in Section 7.8; (b) hear an appeal of any decision by the Architectural Review Committee to disapprove, or to impose any conditions on, a proposed Improvement to Property in accordance with Section 8.11; and (c) hear an appeal by an Owner or the Architectural Review Committee concerning a Notice of Noncompliance issued by the Architectural Review Committee, in accordance with Section 8.19.

Section 7.5 CEC Fees and Expenses. All expenses of the Covenant Enforcement Committee shall be paid by the Enforcing District with revenues derived by the Enforcing District from the Annexed Area. The Enforcing District shall have the right to charge fees for inspections and Fines for costs of enforcement of the CEC Restrictions and the costs incurred to correct, remedy or otherwise remedy Violations of the CEC Restrictions from the subject Owner, in amounts which may be established by the Enforcing District from time to time, and such fees and Fines may be collected by the Enforcing District to help defray the expenses of the operation of the Covenant Enforcement Committee. The Enforcing District or the Manager hired by the Enforcing District shall provide the Covenant Enforcement Committee with staff for the recording of committee meeting minutes and assistance with other administrative needs, at the Enforcing District's cost and expense, as it deems reasonably necessary from time to time.

Section 7.6 General Inspection. Any authorized officer, director, employee or agent of the Enforcing District may enter upon any Privately Owned Site at any reasonable time after notice to the Owner of such Privately Owned Site, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Annexed Area for alleged Violations of the CEC Restrictions.

Section 7.7 CEC Committee Guidelines or Rules. The Enforcing District or the Covenant Enforcement Committee may issue guidelines or rules relating to the procedures, interpretation of the CEC Restrictions and additional factors which will be taken into consideration in connection with the enforcement of the CEC Restrictions by the Enforcing District. Such guidelines or rules may specify circumstances under which the strict application of the CEC Restrictions will be waived or deemed waived in whole or in part because strict application of the CEC Restrictions would be unreasonable or unduly harsh under the circumstances or for other reasons determined by the Enforcing District or the Covenant Enforcement Committee.

Section 7.8 Hearing Requested by Owner. If the Enforcing District issues a CEC Violation Notice against the Owner of a Privately Owned Site, such Owner may request that a hearing with respect to such CEC Violation Notice be held before the Covenant Enforcement Committee by giving written notice of such request to the Enforcing District within twenty (20) days after the CEC Violation Notice is given to such Owner. The Covenant Enforcement Committee shall conduct such hearing in accordance with the provisions of the Rules and Regulations for Notice and Hearing, and the Covenant Enforcement Committee shall finally decide whether or not the alleged Violation of the CEC Restrictions exists.

Section 7.9 No Implied Waiver or Estoppel. No action or failure to act by the Covenant Enforcement Committee or by the Enforcing District, a Tribunal or the Board of Directors, shall constitute a waiver or estoppel with respect to future action by the Covenant Enforcement Committee, the Enforcing District, such Tribunal or the Board of Directors, with respect to the enforcement of the CEC Restrictions.

Section 7.10 Authorized Representative of CEC. The powers and duties of the Covenant Enforcement Committee may be delegated to one or more authorized representatives, who shall have the power to review and determine if a Violation of the CEC Restrictions shall exist, to grant variances and exemptions. Notwithstanding the foregoing, the authorized representative shall not have the authority to change the policies and guidelines of the Covenant Enforcement Committee, or to conduct any hearing pursuant to Section 7.8. The Covenant Enforcement Committee may, from time to time, by resolution in writing adopted by a majority of the members, designate an authorized representative or representatives (who may, but need not, be members of the Covenant Enforcement Committee). The action of such authorized representative (except as is otherwise provided in this Section 7.10) or the written consent or the vote of a majority of the members of the Covenant Enforcement Committee shall constitute the action of the Covenant Enforcement Committee.

Section 7.11 Compensation of Members. The Board of Directors shall determine whether or not members of the Covenant Enforcement Committee should receive reimbursement of out-of-pocket expenses or compensation.

Section 7.12 Meetings of Committee. The Covenant Enforcement Committee shall meet from time to time as necessary to perform its duties hereunder.

Section 7.13 Records of Actions. The Covenant Enforcement Committee shall report in writing to the Board of Directors all final action of the Covenant Enforcement Committee, and to the Architectural Review Committee all final action concerning an appeal to the Covenant Enforcement Committee pursuant to either Section 8.11 or Section 8.19, and the Board shall keep a permanent record of such reported action.

Section 7.14 No Liability for Committee Action. There shall be no liability imposed on the Covenant Enforcement Committee, any member of the Covenant Enforcement Committee, any authorized Covenant Enforcement Committee representative, the Enforcing District, any Tribunal or member thereof, any member of the Board of Directors, the Architectural Review Committee, any member or authorized representative of the Architectural Review Committee, or Declarant for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Covenant Enforcement Committee, if such party acted in good faith and without malice. In accordance with C.R.S. Section 24-10-110, a provision of the Colorado Governmental Immunity Act found in C.R.S. Section 24-10-101, *et. seq.*, as amended from time to time (the "**Governmental Immunity Act**"), the Enforcing District shall pay the costs of defense of and settlements and judgments against a person that is or was a member of the Covenant Enforcement Committee where such costs are incurred as a result of actions that relate to the business or affairs of the Covenant Enforcement Committee under this Declaration and such person acted in good faith and in a manner a reasonable person would have believed to be in the best interests of the Enforcing District. Payment of such costs shall specifically include reasonable attorney fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of the State of Colorado, but shall exclude indemnification for actions that are willful, wanton or unlawful in nature. The member of the Covenant Enforcement Committee shall also be required to comply with all relevant provisions of the Governmental Immunity Act, including but not limited to, provision of timely notice to the Enforcing District of claims in accordance

with the Governmental Immunity Act. The Enforcing District shall indemnify a member of the Covenant Enforcement Committee up to, but not in excess of, the applicable limitations of the Governmental Immunity Act. The Enforcing District specifically reserves any defenses which are available to members of the Covenant Enforcement Committee under the Governmental Immunity Act or by common law. The Enforcing District does not waive its defense of sovereign immunity as to any action.

Section 7.15 Remedies. If an Owner fails to remedy a Violation within the time period specified in the CEC Violation Notice or by the Covenant Enforcement Committee in a decision reached by the Covenant Enforcement Committee based on a hearing held pursuant to Section 7.8, the Enforcing District shall have all remedies available to it at law or in equity, including without limitation the following remedies: (a) the Enforcing District may Record a CEC Violation Notice against, and/or post the CEC Violation Notice upon, the Privately Owned Site on which the Violation exists; (b) the Enforcing District shall have the right to remove, correct or otherwise remedy any Violation of the CEC Restrictions in any manner the Enforcing District deems appropriate, which may include obtaining an injunction prohibiting a restricted use of the Privately Owned Site; (c) the Enforcing District may levy reasonable Fines for such Violation of the CEC Restrictions in accordance with the provisions of this Declaration or as may otherwise be permitted pursuant to applicable Law; and (d) the Enforcing District shall have the right to collect from such Owner, and shall have, and may (but shall not be required to) Record, a lien against the Privately Owned Site subject to the Violation of the CEC Restrictions to secure (i) payment for reimbursement by the violating Owner for any remedial work performed by the Enforcing District required to remove, correct or otherwise remedy the Violation, which amount shall be due and payable by such Owner to the Enforcing District within 10 days after written demand therefor is given by the Enforcing District to such Owner, plus (ii) interest on such amount at a rate equal to the lesser of eighteen percent (18%) per annum, or the amount as may be permitted to be charged pursuant to the provisions of applicable Law, (iii) if such amount is not paid by such Owner to the Enforcing District within five (5) days after the date upon which such amount is due and payable by such Owner, an additional charge on such amount in an amount as shall be established by the Enforcing District in the Rules and Regulations, in no case, however, to exceed the amount as shall be authorized pursuant to the provisions of applicable Law, and (iv) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees. The lien may be foreclosed in any manner either allowed for foreclosure of mortgages in the State of Colorado, or as may otherwise be authorized pursuant to the provisions of applicable Law.

Section 7.16 Rights of Enforcing District. The rights of the Enforcing District to remove, correct or otherwise remedy any Violation of the CEC Restrictions shall be in addition to all other rights and remedies which the Enforcing District may have at law, in equity or under the CEC Restrictions.

ARTICLE VIII ARCHITECTURAL APPROVAL

Section 8.1 Approval of Improvements Required. The approval of the Architectural Review Committee shall be required for any "Improvement to Property," as hereinafter defined, on any Single Family Residential Site and, if and to the extent so provided in the Supplemental Declaration covering any Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site, then for any Improvement to Property on any such Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site, except for any Improvement to Property made by Declarant, and except as prior approval may be waived or certain Improvements to Property may be exempted in writing or under written guidelines or rules promulgated by the Architectural Review Committee because approval in such case is not reasonably required to carry

out the purposes of this Declaration. Even if the Supplemental Declaration covering any Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site does not provide that any Improvement to Property thereon shall be subject to the approval of the Architectural Review Committee, such Site may (but shall not be required to be), in the Supplemental Declaration covering, or another Recorded document affecting, such Site, be subject to Restrictions that require the approval of any Improvement to Property on such Site by another Person, committee or other entity.

Section 8.2 Improvement to Property Defined. "Improvement to Property," requiring approval of the Architectural Review Committee, shall mean and include, without limitation, any of the following made to or on a Single Family Residential Site (and if and to the extent so provided in the Supplemental Declaration covering any Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site, on such Apartment Site, Condominium Project Site, Commercial Site, Religious Site or Miscellaneous Use Site): (a) the construction, installation, erection or expansion of any building, structure or other Improvements, including, without limitation, Dwelling Units, utility facilities and signs; (b) the demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) the grading, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; (d) landscaping, planting, clearing or removing of trees, shrubs, grass or perennial plants; (e) any change or removing of trees, shrubs, grass or plants; (f) the construction, installation, erection, placement or expansion of any temporary or other nonpermanent structure, improvement or facility such as, without limitation, any tent, shed, trailer or outdoor storage area or facility; and (g) any change or alteration to any previously approved Improvement to Property, including any change of exterior appearance, finish material, color or texture. Notwithstanding the forgoing, however, the term "Improvement to Property" shall, without limitation, expressly exclude any Improvement that is completely contained within the interior of any building, structure or other Improvement that is not visible from the outside of such building, structure or other Improvement.

Section 8.3 Membership of Committee. The Architectural Review Committee shall initially consist of three (3) members, all of whom shall be appointed by the Enforcing District. Members of the Architectural Review Committee may, but need not necessarily, be Owners of Privately Owned Sites within the Annexed Area, members of the Board of Directors, members of the Covenant Enforcement Committee, representatives designated by Declarant, or architects, engineers or other design professionals. Members of the Architectural Review Committee shall be appointed by the Enforcing District at a meeting of the Board of Directors. Members of the Architectural Review Committee may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until they resign or are removed by the Board. Unless otherwise specified in this Declaration, the vote or written consent of a majority of the members of the Architectural Review Committee shall constitute the act of the Architectural Review Committee. The Enforcing District may at any time, and from time to time, change the authorized number of members of the Architectural Review Committee, but the number of members shall always be an odd number and shall not be less than three (3). At any time that the Architectural Review Committee shall not then be in existence, all powers, duties and obligations of the Architectural Review Committee under this Declaration shall instead be exercised or performed by the Enforcing District, or, if so elected by the Board of Directors, by a Tribunal appointed by the Board of Directors as may be provided in the Rules and Regulations.

Section 8.4 Address of ARC. The address of the Architectural Review Committee shall be that of the address of the Enforcing District as provided in Sections 4.6.

Section 8.5 Required Approval by any Neighborhood Architectural Review Committee. In addition to approval of Improvements to Property by the Architectural Review Committee

of the Enforcing District, approval of Improvements to Property shall also be required by the architectural committee of any Neighborhood Association if and to the extent set forth in the Neighborhood Declaration creating such Neighborhood Association.

Section 8.6 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the Person proposing to make such Improvement to Property ("**Applicant**") shall submit to the Architectural Review Committee at its offices such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Architectural Review Committee shall reasonably request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property. The Applicant shall be entitled to receive a receipt for the same from the Architectural Review Committee or its authorized agent. The Architectural Review Committee may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement to Property. Without limiting the generality of the foregoing, if any plans or other materials submitted by an Applicant are incomplete, illegible or incomprehensible, the Architectural Review Committee may require that modified plans or materials be submitted by the Applicant to correct the insufficiencies in the plans or materials so submitted, and in those instances where a proposed Improvement to Property is of sufficient complexity or scope (such as, by way of example but not of limitation, a proposed addition to an existing Dwelling Unit), the Architectural Review Committee may require that the Applicant submit plans and materials for such Improvement to Property that have been professionally prepared. Until receipt by the Architectural Review Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Review Committee may postpone review of any materials submitted for approval by a particular Applicant. Additionally, all obligations of the Architectural Review Committee hereunder to review and approve all such plans, specifications and other materials with respect to a proposed Improvement to Property (but not the Applicant's obligation to obtain the Architectural Review Committee's approval thereof) shall be suspended during the period of time in which the Applicant shall be in default under the provisions of Articles VI, VII or VIII of this Declaration, and such default shall remain uncured by the Applicant, with respect to such Privately Owned Site.

Section 8.7 Criteria for Approval. The Architectural Review Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Annexed Area and Reunion as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Annexed Area and Reunion; that the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Annexed Area or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Enforcing District. The Architectural Review Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Architectural Review Committee may deem appropriate.

Section 8.8 ARC Committee Guidelines or Rules. The Architectural Review Committee may issue guidelines or rules relating to the procedures, materials to be submitted, design requirements or standards and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement to Property. Such guidelines or rules may specify circumstances under which the strict application of the ARC Restrictions will be waived or deemed waived in whole or in part because strict application of such ARC Restrictions would be unreasonable or unduly harsh under the circumstances or for other reasons determined by the Architectural Review Committee. Such guidelines or rules may waive the requirement for approval of certain Improvements to

Property or exempt certain Improvements to Property from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration.

Section 8.9 ARC Fees and Expenses. All expenses of the Architectural Review Committee shall be paid by the Enforcing District with revenues derived by the Enforcing District from the Annexed Area. The Architectural Review Committee may, in its guidelines or rules, provide for the payment of a fee to accompany each request for approval of any proposed Improvement to Property to help defray the expenses of the Architectural Review Committee's operation. The Architectural Review Committee may provide that the amount of such fee shall be uniform for similar types of any proposed Improvement to Property or that the fee shall be determined in any other reasonable manner, such as based on the estimated cost of the proposed Improvement to Property. Notwithstanding the foregoing, however, in those cases where a proposed Improvement to Property is complex, detailed or of a special technical nature, such that the Architectural Review Committee is not able to evaluate such Improvement to Property without additional professional assistance, the Architectural Review Committee may charge a special fee to the Applicant to cover the additional costs incurred by the Architectural Review Committee in connection therewith, including, without limitation, the fees charged by any such professional engaged by the Architectural Review Committee. The Enforcing District or the Manager hired by the Enforcing District shall provide the Architectural Review Committee with staff for the creating of committee meetings and assistance with other administrative needs, at the Enforcing District's cost and expense, as it deems reasonably necessary from time to time.

Section 8.10 Decision of Committee. The decision of the Architectural Review Committee shall be made within thirty (30) days after the date the Architectural Review Committee receives all materials (including, without limitation, any additional or corrected plans or materials that may be required by the Architectural Review Committee as provided in Section 8.6) required by the Architectural Review Committee, unless such time period is extended by mutual agreement. The decision shall be in writing and, if the decision is to disapprove a proposed Improvement to Property, the reasons therefor shall be stated. The decision of the Architectural Review Committee shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Architectural Review Committee.

Section 8.11 Appeal to Covenant Enforcement Committee. If the Architectural Review Committee denies, imposes conditions on, or disapproves a proposed Improvement to Property, the Applicant may appeal to the Covenant Enforcement Committee by giving written notice of such appeal to the Covenant Enforcement Committee and the Architectural Review Committee within twenty (20) days after notice of such denial or refusal is given to the Applicant. The Covenant Enforcement Committee shall hear the appeal in accordance with the provisions of the Rules and Regulations for Notice and Hearing, and the Covenant Enforcement Committee shall decide whether or not the proposed Improvement to Property or the conditions imposed by the Architectural Review Committee shall be approved, disapproved or modified.

Section 8.12 Failure of Committee to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed disapproved unless notice of approval or conditional approval or a request for additional information or materials is transmitted to the Applicant by the Architectural Review Committee within thirty (30) days after the date the Architectural Review Committee receives all required materials.

Section 8.13 Obtaining Governmental Approvals. Applicant shall obtain, prior to commencement of construction of any Improvements to Property, all permits, licenses, certificates, consents and any other approvals necessary or required pursuant to any law, ordinance, resolution, order,

rule or regulation of any governmental authority having jurisdiction ("**Governmental Approvals**") in order for Applicant to construct, operate and maintain the Improvements to Property. The Governmental Approvals shall be deemed to include, but not be limited to, building approvals by the City of Commerce City, Colorado. Notwithstanding the foregoing, however, to the extent that the approval of the Architectural Review Committee is required to be obtained for a particular Improvement to Property, the Owner desiring to make such Improvement to Property shall not, unless otherwise allowed in writing by the Architectural Review Committee, either (a) apply for a building permit for such Improvement to Property from the City of Commerce City or other applicable governmental entity having jurisdiction until the approval by the Architectural Review Committee for such Improvement to the Property has been obtained; and (b) apply for a certificate of occupancy for such Improvement to Property from the City of Commerce City or other applicable governmental authority having jurisdiction until either the Architectural Review Committee has given, or pursuant to Section 8.18, is deemed to have given, its acknowledgement that such Improvement to Property was done in compliance with the requirements of this Declaration.

Section 8.14 Prosecution of Work After Approval. After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Improvement to Property as approved by the Architectural Review Committee, any materials submitted to the Architectural Review Committee in connection with the proposed Improvement to Property as approved by the Architectural Review Committee, any conditions imposed by the Architectural Review Committee and in compliance with the Restrictions contained in this Declaration. Failure to complete any proposed Improvement to Property within one (1) year after the date work is commenced or to complete the Improvement to Property in accordance with the description and materials furnished to, and the conditions imposed by, the Architectural Review Committee, shall constitute a Violation of this Article. If, after the same have been approved by the Architectural Review Committee, an Applicant makes any changes or alterations to any plans, descriptions or materials approved by the Architectural Review Committee for an Improvement to Property, such changes or alterations shall be subject to the review and approval of the Architectural Review Committee in accordance with this Article VIII.

Section 8.15 Notice of Completion. Upon completion of the Improvement to Property, the Applicant shall give written Notice of Completion to the Architectural Review Committee. Until the date of receipt of a Notice of Completion, the Architectural Review Committee shall not be deemed to have notice of completion of such Improvement to Property.

Section 8.16 Inspection of Work. The Architectural Review Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion; provided that the right of inspection shall terminate sixty (60) days after the Architectural Review Committee receives a Notice of Completion from the Applicant.

Section 8.17 Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Review Committee finds that a Violation (including, without limitation, a Violation consisting of a failure to obtain the approval of the Architectural Review Committee of an Improvement to Property, where such approval is required under this Declaration, even if such Improvement to Property complies with the applicable guidelines or rules adopted by the Architectural Review Committee) exists with respect to a particular Improvement to Property, the Architectural Review Committee shall notify the Applicant in writing of the noncompliance; which notice shall be given, in any event, within sixty (60) days after the Architectural Review Committee receives any Notice of Completion from the Applicant for such Improvement to Property ("**Notice of Noncompliance**"). The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such

action as may be necessary to remedy the noncompliance. In addition, the Architectural Review Committee shall send a copy of such notice to any Interim Lender for the Privately Owned Site upon which the Improvement to Property is being constructed, who shall have previously requested in writing to the Architectural Review Committee that the Architectural Review Committee send to it a copy of any such notice of noncompliance.

Section 8.18 Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Architectural Review Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of written Notice of Completion from the Applicant, the Improvement to Property shall be deemed to be in compliance if the Improvement to Property was, in fact, completed as of the date of Notice of Completion.

Section 8.19 Appeal to Covenant Enforcement Committee of Finding of Noncompliance. If the Architectural Review Committee gives any Notice of Noncompliance, the Applicant may appeal to the Covenant Enforcement Committee by giving written notice of such appeal to the Covenant Enforcement Committee and the Architectural Review Committee within thirty (30) days after receipt by the Applicant of the Notice of Noncompliance. If, after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Architectural Review Committee shall request a finding of noncompliance by the Covenant Enforcement Committee by giving written notice of such request to the Covenant Enforcement Committee and the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance. In either event, the Covenant Enforcement Committee shall hear the matter in accordance with the provisions of the Rules and Regulations for Notice and Hearing, and the Covenant Enforcement Committee shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

Section 8.20 Correction of Noncompliance. In those cases where a hearing is requested pursuant to Section 8.19 regarding a Notice of Noncompliance, if the Covenant Enforcement Committee determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days after the date of receipt by the Applicant of the ruling of the Covenant Enforcement Committee. In those cases where the Architectural Review Committee issues a Notice of Noncompliance but no hearing is requested pursuant to Section 8.19 regarding such Notice of Noncompliance, the Applicant shall remedy or remove the noncompliance within a period of not more than forty-five (45) days after the date of receipt by the Applicant of such Notice of Noncompliance. If the Applicant does not comply with the Covenant Enforcement Committee ruling, or with the Notice of Noncompliance where no such hearing was requested, as the case may be, within the respective period set forth above, the Enforcing District may, at its option, record a Notice of Noncompliance against, and/or post the Notice of Noncompliance upon, the real property on which the noncompliance exists, may, consistent with Section 7.15, enter upon the property and remove the noncompliant Improvement to Property, or may otherwise remedy the noncompliance by taking such actions as the Enforcing District determines are necessary or desirable, and the Applicant shall reimburse the Enforcing District, upon demand, for all expenses incurred in connection therewith. The right of the Enforcing District to remedy or remove any noncompliance shall be in addition to all other rights and remedies which the Enforcing District may have at law, in equity, or under this Declaration.

Section 8.21 Correction of Noncompliance by Interim Lender. If, within a period of not more than thirty (30) days after the date of receipt by the Interim Lender of the copy of the Notice of Noncompliance as provided in Section 8.17, the Interim Lender notifies the Enforcing District that it has begun, and will continue to diligently pursue, proceedings to obtain title to the Privately Owned Site upon

which is being constructed the Improvement to Property pursuant to the remedies provided in the Mortgage held by such Interim Lender or pursuant to any foreclosure, or deed or assignment in lieu of foreclosure, of such Mortgage, then the Enforcing District, at its option, may extend the period for remedy or removal of the noncompliance for a period expiring forty-five (45) days after the date the Interim Lender obtains title to the Privately Owned Site. If the Interim Lender does not comply with the Enforcing District ruling within such extended period, or if at any time during such extended period the Interim Lender shall fail to diligently pursue proceedings to obtain title to the Privately Owned Site as aforesaid, the Enforcing District may, at its option, exercise all of its rights and remedies provided in Section 8.20 hereof.

Section 8.22 No Implied Waiver or Estoppel. No action or failure to act by the Architectural Review Committee or by the Covenant Enforcement Committee, shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Covenant Enforcement Committee, with respect to any Improvement to Property. Specifically, the approval by the Architectural Review Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement to Property.

Section 8.23 Committee Power to Grant Variances. The Architectural Review Committee may authorize variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. ~~Such variances must be evidenced in writing and~~ shall become effective when signed by at least a majority of the members of the Architectural Review Committee or by its authorized representative. If any such variance is granted, no violation of the provisions of this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that no variance shall operate to waive any of the provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and particular provision covered by the variance, nor shall the granting of any variance affect the jurisdiction of any architectural control committee of a Neighborhood Association or committee created by a Supplemental Declaration or a Neighborhood Declaration, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental Laws affecting the property concerned, including, but not limited to, the PUD Zone Document and zoning ordinances and setback lines and other requirements imposed by any governmental authority having jurisdiction.

Section 8.24 Authorized Representative. The powers and duties of the Architectural Review Committee may be delegated to one or more authorized representatives, who shall have the power to review and approve or disapprove proposed Improvements to Property and to grant variances and exemptions. Notwithstanding the foregoing, the authorized representative shall not have the authority to change the policies and guidelines of the Architectural Review Committee. The Architectural Review Committee may, from time to time, by resolution in writing adopted by a majority of the members, designate an authorized representative or representatives (who may, but need not, be members of the Architectural Review Committee). The action of such authorized representative or the written consent or the vote of a majority of the members of the Architectural Review Committee shall constitute the action of the Architectural Review Committee.

Section 8.25 Compensation of Members. The Board of Directors shall determine whether or not members of the Architectural Review Committee should receive reimbursement of out-of-pocket expenses or compensation.

Section 8.26 Meetings of Committee. The Architectural Review Committee shall meet from time to time as necessary to perform its duties hereunder.

Section 8.27 Records of Actions. The Architectural Review Committee shall report in writing to the Enforcing District and the Covenant Enforcement Committee all final action of the Architectural Review Committee, and the Enforcing District shall keep a permanent record of such reported action.

Section 8.28 No Liability for Committee Action. There shall be no liability imposed on the Architectural Review Committee, any member of the Architectural Review Committee, any authorized Architectural Review Committee representative, the Enforcing District, any Tribunal or member thereof, any member of the Board of Directors of the Enforcing District, the Covenant Enforcement Committee, any member or authorized representative of the Covenant Enforcement Committee, or Declarant for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, if such party acted in good faith and without malice. In reviewing any matter, the Architectural Review Committee shall not be responsible for passing on safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations nor shall its approval of an Improvement to Property be deemed approval of such matters. In accordance with Section 24-10-110 of the Governmental Immunity Act, the Enforcing District shall pay the costs of defense of and settlements and judgments against a person that is or was a member of the Architectural Review Committee where such costs are incurred as a result of actions that relate to the business or affairs of the Architectural Review Committee under this Declaration and such person acted in good faith and in a manner a reasonable person would have believed to be in the best interests of the Enforcing District. Payment of such costs shall specifically include reasonable attorney fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of the State of Colorado, but shall exclude indemnification for actions that are willful, wanton or unlawful in nature. The member of the Architectural Review Committee shall also be required to comply with all relevant provisions of the Governmental Immunity Act, including but not limited to, provision of timely notice to the Enforcing District of claims in accordance with the Governmental Immunity Act. The Enforcing District shall indemnify a member of the Architectural Review Committee up to, but not in excess of, the applicable limitations of the Governmental Immunity Act. The Enforcing District specifically reserves any defenses which are available to members of the Architectural Review Committee under the Governmental Immunity Act or by common law. The Enforcing District does not waive its defense of sovereign immunity as to any action.

Section 8.29 Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided that construction is proceeding with due diligence, the Architectural Review Committee shall temporarily suspend the provisions contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that, during the course of any such construction, nothing is done which will result in a Violation of any of the Restrictions in this Declaration upon completion of construction, and nothing is done which will constitute a nuisance or unreasonable interference with the use and enjoyment of other property. In the case of (a) any Improvement to Property that is anticipated will require in excess of 180 days to complete (such as, by way of example but not of limitation, major construction projects, renovations, demolitions and extensive landscaping projects) during which any condition shall exist on the property on which the Improvement to Property is being made which will not

comply with the provisions of this Declaration, or (b) any Improvement to Property where a condition shall exist on the property on which the Improvement to Property is being made which does not comply with the provisions of this Declaration and such condition shall exist for a period of at least 180 days, then, in either such case, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District shall have the right to require that such property be enclosed by fencing or other appropriate screening approved by the Architectural Review Committee in a manner as shall reduce the impact of such condition on nearby Privately Owned Sites.

ARTICLE IX EASEMENTS

Section 9.1 Easement for Encroachments. If any portion of an Improvement encroaches upon any Local Common Area, or upon any adjoining Privately Owned Site, whether as a result of construction of any Improvements (including, without limitation, as a result of errors in architectural design or construction), or reconstruction, repair, shifting, settlement, or movement of such Improvements, a valid non-exclusive easement on the surface and for subsurface support below such surface and for the maintenance of the same, so long as such Improvement stands, shall and does exist for such encroachment; provided, however, that no such easement shall be deemed to exist for an encroachment of Improvements from a Privately Owned Site upon any other Privately Owned Site or Local Common Area when such encroachment is negligently or willfully created.

Section 9.2 Performance Easement. **A NON-EXCLUSIVE EASEMENT TO EXERCISE THEIR RESPECTIVE RIGHTS AND TO PERFORM THEIR RESPECTIVE OBLIGATIONS PURSUANT TO THIS DECLARATION IS HEREBY RESERVED AND GRANTED TO EACH OF DECLARANT, THE ENFORCING DISTRICT, THE COVENANT ENFORCEMENT COMMITTEE AND THE ARCHITECTURAL REVIEW COMMITTEE, AND THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES, OFFICERS, AGENTS, EMPLOYEES AND ASSIGNS, UPON, ACROSS, OVER, IN AND UNDER THE ANNEXED AREA, TOGETHER WITH THE RIGHT TO MAKE SUCH USE OF THE ANNEXED AREA AS MAY BE NECESSARY OR APPROPRIATE IN CARRYING OUT SUCH RIGHTS OR OBLIGATIONS; PROVIDED, HOWEVER, THAT THE FOREGOING EASEMENT SHALL NOT APPLY THE INTERIOR OF ANY BUILDING LOCATED UPON A PRIVATELY OWNED SITE WITHIN THE ANNEXED AREA, AND ALL PERSONS PERFORMING SUCH ACTIONS SHALL USE REASONABLE EFFORTS TO MINIMIZE INTERFERENCE WITH THE USE AND ENJOYMENT OF SUCH PRIVATELY OWNED SITE BY THE OWNER THEREOF, AND SUCH OWNER' S RELATED USERS, WHEN PERFORMING SUCH ACTIONS.**

Section 9.3 Utilities. Declarant hereby creates and reserves to itself until the expiration of the Period of Development, and, thereafter, to the Enforcing District, a blanket non-exclusive easement upon, across, over, in and under the Annexed Area for the installation, operation, replacement, repair and maintenance of utilities and facilities therefor and other appurtenances thereto and improvements therefor, including, but not limited to, water, sanitary sewer, storm sewer, surface drainage, gas and other energy services, telephone, electricity and cable television, fiber optic and other telecommunication services; provided, however, that the foregoing easement shall not apply to any portion of a Privately Owned Site (a) upon which is located any building which has been constructed in a manner consistent with the provisions of this Declaration and of the applicable Supplemental Declaration for such Site, (b) if no such building has actually been constructed on such Privately Owned Site, upon which any building may be constructed pursuant to any plans for such building on such Privately Owned Site which shall have been approved by either Declarant or the Architectural Review Committee (to the extent the Architectural Review Committee is empowered to review and approve such plans pursuant to

the provisions hereof), or (c) if no such building has actually been constructed on such Privately Owned Site, and if no such plans have theretofore been approved by either Declarant or the Architectural Review Committee, upon which a building may be constructed pursuant to the setback requirements and other applicable requirements of zoning Laws which shall apply to such Privately Owned Site. By virtue of such blanket easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Annexed Area and to affix, repair, maintain and replace water and sanitary and storm sewer pipes, surface drainage improvements, gas, electric, telephone, fiber optic and television wires, cables, circuits, conduits and meters. If any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Annexed Area (other than any portion thereof upon which is located a building as set forth above) without conflicting with the terms hereof; provided, however, that such right and authority shall be transferred and shall devolve upon the Enforcing District upon the expiration of the Period of Development. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Annexed Area.

Section 9.4 Easements Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article IX, whether or not specific reference to such easements or to this Article appears in the instrument of such conveyance.

ARTICLE X. MISCELLANEOUS

Section 10.1 Term of Declaration. Unless amended as herein provided, each provision contained in this Declaration which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for the period of twenty-one (21) years following the death of the survivor of Jeffrey F. Kappes, Teresa G. Kershisnik and Travis J. Book and the now living children of said Persons, or until this Declaration is terminated as hereinafter provided, whichever first occurs. Unless amended as herein provided, all other provisions and Restrictions contained in this Declaration shall be effective until December 31, 2060, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by a written and Recorded instrument containing the consents of the Record Owners of at least sixty-seven percent (67%) of the Privately Owned Sites then within the Annexed Area and, if the consent of Declarant to such termination is required pursuant to Section 10.5, containing the consent of Declarant to such termination. Additionally, if any Government Mortgage Agency then holds, insures or guarantees any First Mortgage encumbering a Privately Owned Site then within the Annexed Area, and if to the extent that such Government Mortgage Agency then requires that its approval of such termination be obtained, then any such termination shall also be subject to the approval of such Government Mortgage Agency, to the extent so required by it.

Section 10.2 Amendment of Declaration by Declarant. Declarant hereby reserves and is granted the right and power from time to time to make and, where required, to Record technical amendments to this Declaration at any time prior to the expiration of the Period of Development, for the purposes of (a) correcting spelling, grammar, dates, cross references, typographical errors or other similar technical errors, or as may otherwise be required to clarify the meaning of any provision of this Declaration, or (b) to conform this Declaration to the requirements of applicable Law if and to the extent that any Restrictions contained in this Declaration do not comply with the requirements of applicable Law.

Section 10.3 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any Restriction contained in this Declaration may be amended or repealed at any time and from time to time by a written and Recorded instrument containing the consents of the Record Owners of at least sixty-seven percent (67%) of the Privately Owned Sites then within the Annexed Area and, if the consent of Declarant to such amendment is required pursuant to Section 10.5, containing the consent of Declarant to such amendment. Additionally, if any Government Mortgage Agency then holds, insures or guarantees any First Mortgage encumbering a Privately Owned Site then within the Annexed Area, and if to the extent that such Government Mortgage Agency then requires that its approval of such amendment be obtained, then any such amendment shall also be subject to the approval of such Government Mortgage Agency, to the extent so required by it.

Section 10.4 Government Mortgage Agency Amendments. Notwithstanding anything to the contrary contained in this Declaration, if Declarant shall determine that any amendments to this Declaration shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments encumbering or to encumber any portion of the Annexed Area to be acceptable to any of the Government Mortgage Agencies, then, subject to the following sentence of this Section, Declarant shall have and hereby specifically reserves the right and power to make and execute any such amendments without obtaining the approval of any Owners, the Enforcing District or any Mortgagee. Each such amendment of this Declaration shall be made, if at all, by Declarant prior to the expiration of the Period of Development, and each such amendment must contain thereon the written approval of the applicable Government Mortgage Agency, but only if and to the extent that such written approval thereon is required by such Government Mortgage Agency.

Section 10.5 Required Consent of Declarant to Amendment or Termination. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment, repeal or termination of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment, repeal or termination, which consent shall be evidenced by the execution by Declarant of any certificate of amendment, repeal or termination. The foregoing requirement for consent of Declarant to any amendment, repeal or termination shall terminate upon the expiration of the Period of Development.

Section 10.6 First Mortgagee Exemption from Rights of First Refusal. Any First Mortgagee who obtains title to any Privately Owned Site within the Annexed Area pursuant to the remedies provided in the First Mortgage held by such First Mortgagee or pursuant to any foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure shall be exempt from any right of first refusal if any such right of first refusal is ever contained in this Declaration.

Section 10.7 Agreements with Government Mortgage Agencies. The Enforcing District may enter into such contracts or agreements on behalf of the Enforcing District as may be required in order to satisfy the requirements or guidelines of any Government Mortgage Agency so as to allow for the purchase, guarantee or insurance, as the case may be, by a Government Mortgage Agency of First Mortgages encumbering Privately Owned Sites within the Annexed Area. Each Owner hereby agrees that it will benefit the Enforcing District and the Owners, as a class of potential mortgage borrowers and potential sellers of Privately Owned Sites within the Annexed Area, if Government Mortgage Agencies approve the Annexed Area or parts thereof as qualifying under their respective policies, rules and regulations as adopted from time to time.

Section 10.8 Enforcing District Right to Security Interest Information. Each Owner hereby authorizes any First Mortgagee holding a First Mortgage on such Owner's Privately Owned Site

within the Annexed Area to furnish information to the Enforcing District concerning the status of such First Mortgage and the loan which it secures.

Section 10.9 Evidence of Required Approvals. Whenever the validity of any amendment to or termination of this Declaration is conditioned upon the consent of Declarant and/or approval by one or more Government Mortgage Agencies, the Recorded document implementing the amendment or termination shall contain both the consent of Declarant thereon (to the extent required hereby) and a certification by the Enforcing District that the approvals by such Government Mortgage Agencies were obtained. The Enforcing District shall keep on file in the offices of the Enforcing District such proxies, letters, minutes of meetings or other documentation as may be required to evidence compliance with applicable approval requirements, but the consent of Declarant (if so required) and the Enforcing District's certificate on the Recorded instrument shall be sufficient public notice of compliance.

Section 10.10 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, by fax or telecopy delivery, by e-mail delivery (but only in the case where the notice recipient has indicated its desire pursuant to Section 4.6 to receive notices from the Enforcing District by e-mail delivery by registering its e-mail address with the Enforcing District) or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) three (3) business days after mailing, by registered or certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges, if any, paid, addressed (which term, for purposes of this ~~Section 10.10, shall include the facsimile number in the case of a notice given by facsimile, or the e-mail~~ address in the case of a notice given by e-mail) as follows: (i) to the Declarant, the Enforcing District, the Covenant Enforcement District or the Architectural Review Committee at the respective address set forth in Sections 4.6, 7.2 or 8.4, or at such other address as may be specified in an instrument of Record which refers to this Declaration and sets forth a new address expressly for the purpose of giving notice under this Declaration; and (ii) to an Owner of a Privately Owned Site at the address for such Person in the Register of Addresses; provided, however, that if the Enforcing District does not provide an address for an Owner or Declarant to any Person following a request therefor in accordance with Section 4.6, then notice to such Person may be given in any manner in which notice is permitted to be given to a Person under the Law of the State of Colorado in connection with the foreclosure of mortgages, including publication. Each Owner shall give notice to the Enforcing District of its mailing or street address (or facsimile number or, in the case where a notice recipient desires to receive notices by e-mail, its e-mail address) and, with each change of its address, shall give notice of such change promptly, in the manner provided for giving notice to the Enforcing District in this Section 10.10.

Section 10.11 Persons Entitled to Enforce Declaration and Supplemental Declarations. The Enforcing District, acting by authority of the Board, any Owner, the Architectural Review Committee, the Covenant Enforcement Committee and Declarant shall have the right to enforce any or all of the Restrictions contained in this Declaration against any property within the Annexed Area and the Owner thereof and in each Supplemental Declaration against any portion of the Annexed Area which is subject to such Supplemental Declaration and the Owner thereof. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any Restriction in this Declaration or any such Supplemental Declaration.

Section 10.12 Violations Constitute a Nuisance. Any Violation of any Restriction contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be

enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 10.13 Enforcement by Self Help. Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, or any authorized agent of any of them, may enforce, by self help, any of the Restrictions contained in this Declaration, provided such self help is (except in the event of an "Emergency Situation," as hereinafter defined) preceded by Notice and Hearing as set forth in the Rules and Regulations. An "**Emergency Situation**" shall mean a situation in which prompt action is required to be taken in order to prevent or to reduce the effect of any imminent or threatened damage or harm to person or property, to preserve property or to prevent or minimize the effects of any negative impacts on surrounding property from any condition existing on the property upon which the entry is to occur. Any such self help by Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District may include entering upon the respective property and taking such actions as Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, determines are necessary or desirable to cause compliance with this Declaration, all without liability to the Owner of the affected property and without any further notice or opportunity to cure afforded to such Owner, in which case Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, shall be entitled to recover from such Owner, in addition to all other amounts to which Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, shall be entitled, all costs and expenses incurred by Declarant, the Architectural Review Committee, the Covenant Enforcement Committee or the Enforcing District, as the case may be, in so doing. **EACH OF DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE COVENANT ENFORCEMENT COMMITTEE AND THE ENFORCING DISTRICT SHALL HAVE A NON-EXCLUSIVE EASEMENT, AS IS MORE PARTICULARLY PROVIDED IN SECTION 9.2, OVER AND ACROSS EACH PRIVATELY OWNED SITE WITHIN THE ANNEXED AREA AS SHALL REASONABLY BE NECESSARY FOR THE DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE COVENANT ENFORCEMENT COMMITTEE OR THE ENFORCING DISTRICT, OR ANY AUTHORIZED AGENT OF ANY OF THEM, AS THE CASE MAY BE, TO EXERCISE ITS RIGHTS UNDER THIS SECTION.**

Section 10.14 Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Annexed Area, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 10.15 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

Section 10.16 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the prevailing party shall be awarded its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees.

Section 10.17 Limitation on Liability. Except as may otherwise be provided by law, the Enforcing District, the Board of Directors, the Architectural Review Committee, the Covenant Enforcement Committee, Declarant, or any officer, director, agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

Section 10.18 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, or its officers, directors, agents or employees in connection with any portion of Reunion (including, without limitation, the Annexed Area), or any Improvement thereon, as to its or their physical condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, costs of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a writing signed by Declarant. **ANY AND ALL WARRANTIES WITH RESPECT TO ANY PORTION OF REUNION, (INCLUDING, WITHOUT LIMITATION, THE ANNEXED AREA) AND ANY IMPROVEMENTS THEREON, EXPRESS OR IMPLIED, WHETHER ARISING UNDER FEDERAL OR STATE LAW, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OR MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY DISCLAIMED.**

Section 10.19 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration.

Section 10.20 Governing Law. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.21 Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 10.22 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 10.23 Captions for Convenience. The titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration.

Section 10.24 Inconsistencies Between Instruments. In the event of any inconsistency between this Declaration and the Plat, this Declaration shall control. If there is a conflict between this Declaration and a Supplemental Declaration or a Neighborhood Declaration, the more restrictive provision shall control unless that would result in a direct violation of this Declaration, in which case this Declaration shall control. The fact that a Supplemental Declaration or a Neighborhood Declaration contains provisions which are different from or in addition to the provisions of this Declaration shall not, by itself, be deemed to be a conflict and, whenever possible, both documents shall be given full force and effect.

EXHIBIT A
TO
DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
NORTH RANGE METROPOLITAN
DISTRICT NO. 1 AREA
WITHIN REUNION

Legal Description of Annexable Area

The Annexable Area shall consist of four Tracts of real property located in the City of Commerce City, County of Adams, State of Colorado, (1) Tract A (comprised of Parcel 1, Parcel 2 and Parcel 3, but excluding therefrom Parcel 4), (2) Tract B, (3) Tract C and (4) Tract D, all as are more particularly described below:

TRACT A

PARCEL 1

A PARCEL OF LAND BEING A PORTION OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, WHENCE THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 8 BEARS NORTH 00° 09' 46" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE;

THENCE NORTH 27° 04' 31" WEST 511.75 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING AND DISTANCE OF "SOUTH 01° 22' 45" WEST 936.16 FEET" IN THE SPECIAL WARRANTY DEED TO THE CITY OF COMMERCE CITY, RECORDED FEBRUARY 14, 1995 IN BOOK 4466 AT PAGE 733 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY AND THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN SAID SPECIAL WARRANTY DEED THE FOLLOWING 7 COURSES:

- 1) NORTH 01° 30' 22" EAST 936.16 FEET;
- 2) NORTH 28° 01' 47" WEST 51.69 FEET;
- 3) NORTH 01° 27' 18" EAST 147.99 FEET;
- 4) NORTH 52° 57' 48" EAST 161.08 FEET;
- 5) NORTH 01° 46' 45" EAST 138.05 FEET;

6) NORTH 46° 30' 14" WEST 158.77 FEET;

7) NORTH 89° 16' 04" WEST 48.98 FEET;

THENCE, DEPARTING SAID EASTERLY BOUNDARY, NORTH 53° 12' 03" WEST 412.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 539.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 493.24 FEET THROUGH A CENTRAL ANGLE OF 52° 25' 54";

THENCE TANGENT TO SAID CURVE, NORTH 00° 46' 09" WEST 18.98 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 8;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89° 13' 51" EAST 799.26 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 89° 55' 23" EAST 2646.67 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89° 52' 27" EAST 124.95 FEET;

THENCE SOUTH 00° 04' 31" WEST 693.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1075.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 944.83 FEET THROUGH A CENTRAL ANGLE OF 50° 21' 28";

THENCE TANGENT TO SAID CURVE, SOUTH 50° 16' 57" EAST 1932.40 FEET;

THENCE SOUTH 39° 43' 03" WEST 820.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 410.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE 284.45 FEET THROUGH A CENTRAL ANGLE OF 39° 45' 05";

THENCE TANGENT TO SAID CURVE, SOUTH 00° 02' 01" EAST 683.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 78.84 FEET THROUGH A CENTRAL ANGLE OF 90° 21' 00";

THENCE NON-TANGENT TO SAID CURVE, SOUTH 00° 23' 02" EAST 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF E. 105TH AVENUE AS SHOWN ON E. 105TH AVENUE AND WALDEN STREET RIGHT-OF-WAY DEDICATION PLAT RECORDED AS INSTRUMENT

NUMBER 20040325000148850 IN THE OFFICE OF SAID CLERK AND RECORDER AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00° 23' 02" WEST;

THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE 157.69 FEET THROUGH A CENTRAL ANGLE OF 90° 21' 00";

THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY RIGHT-OF-WAY OF WALDEN STREET, AS SHOWN ON SAID E. 105TH AVENUE AND WALDEN STREET RIGHT-OF-WAY DEDICATION PLAT, THE FOLLOWING 3 COURSES:

- 1) TANGENT TO SAID CURVE, NORTH 00° 02' 01" WEST 30.00 FEET;
- 2) SOUTH 89° 57' 59" WEST 80.00 FEET;
- 3) SOUTH 00° 02' 01" EAST 36.71 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF E. 105TH AVENUE AND THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 7 COURSES:

1) SOUTHWESTERLY ALONG SAID CURVE 156.47 FEET THROUGH A CENTRAL ANGLE OF 89° 38' 59";

2) TANGENT TO SAID CURVE, SOUTH 89° 36' 58" WEST 34.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 473.00 FEET;

3) NORTHWESTERLY ALONG SAID CURVE 215.28 FEET THROUGH A CENTRAL ANGLE OF 26° 04' 38";

4) TANGENT TO SAID CURVE, NORTH 64° 18' 24" WEST 369.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 473.00 FEET;

5) NORTHWESTERLY ALONG SAID CURVE 41.28 FEET THROUGH A CENTRAL ANGLE OF 05° 00' 00";

6) TANGENT TO SAID CURVE, NORTH 59° 18' 24" WEST 128.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET;

7) NORTHWESTERLY ALONG SAID CURVE 29.58 FEET THROUGH A CENTRAL ANGLE OF 84° 44' 25" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 482.00 FEET AND THE EASTERLY RIGHT-OF-WAY OF REUNION PARKWAY AS SHOWN ON DEDICATION PLAT REUNION DISTRICT ROADS RECORDED AT RECEPTION NUMBER C0917092 IN THE OFFICE OF SAID CLERK AND RECORDER;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF REUNION PARKWAY AND THE NORTHERLY AND WESTERLY RIGHT-OF-WAY OF EAST PARKSIDE DRIVE NORTH, AS SHOWN ON SAID DEDICATION PLAT OF REUNION DISTRICT ROADS THE FOLLOWING 17 COURSES:

- 1) NORTHWESTERLY ALONG SAID CURVE 494.89 FEET THROUGH A CENTRAL ANGLE OF 58° 49' 40";
- 2) TANGENT TO SAID CURVE, NORTH 33° 23' 39" WEST 233.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 418.00 FEET;
- 3) NORTHWESTERLY ALONG SAID CURVE 260.56 FEET THROUGH A CENTRAL ANGLE OF 35° 42' 53";
- 4) NON-TANGENT TO SAID CURVE, NORTH 89° 03' 01" WEST 64.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 482.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 87° 51' 42" EAST;
- 5) SOUTHWESTERLY ALONG SAID CURVE 5.87 FEET THROUGH A CENTRAL ANGLE OF 00° 41' 50" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
- 6) SOUTHWESTERLY ALONG SAID CURVE 36.65 FEET THROUGH A CENTRAL ANGLE OF 83° 59' 58";
- 7) TANGENT TO SAID CURVE, SOUTH 85° 26' 27" WEST 175.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 372.00 FEET;
- 8) ~~NORTHWESTERLY ALONG SAID CURVE 225.75 FEET THROUGH A CENTRAL ANGLE OF 34° 46' 11";~~
- 9) TANGENT TO SAID CURVE, NORTH 59° 47' 22" WEST 1663.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;
- 10) NORTHWESTERLY ALONG SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00";
- 11) TANGENT TO SAID CURVE, NORTH 30° 12' 38" EAST 5.00 FEET;
- 12) NORTH 59° 47' 22" WEST 56.00 FEET;
- 13) SOUTH 30° 12' 38" WEST 13.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET;
- 14) SOUTHWESTERLY ALONG SAID CURVE 31.42 FEET THROUGH A CENTRAL ANGLE OF 90° 00' 00";
- 15) TANGENT TO SAID CURVE, NORTH 59° 47' 22" WEST 10.00 FEET;
- 16) SOUTH 30° 12' 38" WEST 50.00 FEET;
- 17) SOUTH 59° 47' 22" EAST 10.00 FEET TO THE BOUNDARY OF THE LAND DESCRIBED AS PARCEL 1 IN THE SPECIAL WARRANTY DEED TO SHEA HOMES LIMITED PARTNERSHIP RECORDED AUGUST 26, 2004 AS INSTRUMENT NO. 20040826000822360 IN THE OFFICE OF SAID CLERK AND RECORDER;

THENCE ALONG THE EASTERLY, NORTHERLY AND NORTHWESTERLY BOUNDARY OF SAID PARCEL 1 THE FOLLOWING 13 COURSES:

- 1) SOUTH 30° 09' 53" WEST 3.04 FEET;
- 2) NORTH 59° 50' 07" WEST 147.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 328.00 FEET;
- 3) NORTHWESTERLY ALONG SAID CURVE 210.71 FEET THROUGH A CENTRAL ANGLE OF 36° 48' 28";
- 4) TANGENT TO SAID CURVE, NORTH 23° 01' 39" WEST 250.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 328.00 FEET;
- 5) NORTHERLY ALONG SAID CURVE 140.45 FEET THROUGH A CENTRAL ANGLE OF 24° 32' 01";
- 6) TANGENT TO SAID CURVE, NORTH 01° 30' 22" EAST 269.62 FEET;
- 7) NORTH 90° 00' 00" WEST 359.31 FEET;
- 8) SOUTH 00° 23' 22" WEST 383.07 FEET;

- 9) SOUTH 11° 39' 32" EAST 67.86 FEET;
- 10) SOUTH 22° 38' 29" EAST 72.29 FEET;
- 11) SOUTH 70° 05' 24" WEST 96.53 FEET;
- 12) SOUTH 56° 03' 11" WEST 141.59 FEET;
- 13) SOUTH 48° 49' 24" WEST 104.47 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED IN BOOK 4466 AT PAGE 733 IN THE OFFICE OF SAID CLERK AND RECORDER;

THENCE, ALONG SAID EASTERLY BOUNDARY, NORTH 61° 45' 39" WEST 46.25 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 00° 09' 46" EAST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE;

THENCE SOUTH 13° 03' 21" WEST 1107.73 FEET TO THE EASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING AND DISTANCE OF "NORTH 89° 12' 40" EAST 592.61 FEET" IN THE EXCEPTION TO THAT PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED TO THE CITY OF COMMERCE CITY, RECORDED FEBRUARY 14, 1995 IN BOOK 4466 AT PAGE 733 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY AND THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID EXCEPTED PARCEL THE FOLLOWING 2 COURSES:

- 1) SOUTH 00° 59' 55" WEST 145.93 FEET;
- 2) SOUTH 64° 14' 08" WEST 108.39 FEET;

THENCE, DEPARTING SAID EASTERLY BOUNDARY, NORTH 00° 59' 55" EAST 191.93 FEET TO THE NORTHERLY BOUNDARY OF SAID EXCEPTED PARCEL;

THENCE, ALONG SAID NORTHERLY BOUNDARY, NORTH 89° 20' 17" EAST 96.82 FEET TO THE POINT OF BEGINNING.

PARCEL 3

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8, WHENCE THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 8 BEARS NORTH 00° 04' 52" EAST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE;

THENCE, ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER, NORTH 00° 04' 52" EAST 561.40 FEET TO THE SOUTHWESTERLY BOUNDARY OF THAT PARCEL OF LAND EXCEPTED FROM THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 4466 AT PAGE 733 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY THE FOLLOWING 7 COURSES:

- 1) SOUTH 88° 33' 41" WEST 173.30 FEET;
- 2) SOUTH 46° 05' 53" WEST 96.39 FEET;
- 3) NORTH 45° 58' 35" WEST 67.94 FEET;
- 4) NORTH 40° 13' 50" WEST 182.75 FEET;
- 5) NORTH 30° 11' 56" EAST 32.94 FEET;

6) NORTH 24° 36' 43" EAST 31.96 FEET;

7) NORTH 28° 28' 58" EAST 69.69 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY BOUNDARY AND CONTINUING NORTH 28° 28' 58" EAST 128.43 FEET;

THENCE SOUTH 80° 42' 31" EAST 174.82 FEET;

THENCE SOUTH 40° 49' 36" EAST 225.14 FEET;

THENCE SOUTH 22° 59' 01" WEST 88.07 FEET TO SAID WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 8;

THENCE ALONG SAID WESTERLY LINE SOUTH 00° 04' 52" WEST 67.56 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION FOR THE FOREGOING PARCELS 1, 2 AND 3 PREPARED BY:

ROBERT D. SNODGRASS

COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. 36580

FOR AND ON BEHALF OF:

AZTEC CONSULTANTS, INC.

8000 S. LINCOLN STREET, UNIT 5

LITTLETON, COLORADO 80122

PARCEL 4

The following real property is excluded from Tract A as described above:

Lots 44, 45, 46, 77, 78, 79, 80, 119, 120, 121 and 122, and Tracts B, C, D, E, F and G, Reunion Filing No. 19, 1st Amendment, City of Commerce City, County of Adams, State of Colorado, according to the recorded plat thereof; and

Tracts A, B, C and D, Reunion Filing No. 24, City of Commerce City, County of Adams, State of Colorado, according to the recorded plat thereof.

TRACT B

Lots 1 through 55, inclusive, 121 through 146, inclusive, 153 through 160, inclusive, 175, 176, 177 and 178, Reunion Filing No. 10, City of Commerce City, County of Adams, State of Colorado, according to the recorded plat thereof.

TRACT C

Lots 1 through 11, inclusive, 13, 14, 16, 17 and 18, Reunion Filing No. 14, City of Commerce City, County of Adams, State of Colorado, according to the recorded plat thereof.

TRACT D

Lots 1 through 41, inclusive, Reunion Filing No. 17, City of Commerce City, County of Adams, State of Colorado, according to the recorded plat thereof.