Compliance and Enforcement Policy and Procedure Manual

Effective: August 17, 2022

RESOLUTION
OF THE
MASTER COMMUNITY ASSOCIATION
REGARDING THE ADOPTION OF THE COMPLIANCE AND ENFORCEMENT POLICY AND PROCEDURE MANUAL

SUBJECT:	Adoption of the Compliance and Enforcement Policy and Procedure Manual.
PURPOSE:	To adopt a formal manual organizing policy and procedure for the enforcement and compliance of the Association's First Amended Community Declaration and Second Amended and Restated Management Agreement.
AUTHORITY:	The First Amended Community Declaration, Bylaws, Second Amended and Restated Management Agreement and Colorado law including C.R.S. 38-33.3-102 et seq.
EFFECTIVE DATE:	August 17, 2022

WHEREAS, on June 3, 2022 the Governor of the State of Colorado signed into law House Bill 22-1137, Concerning practices of unit owners' associations, and, in connection therewith, authorizing the enforcement of certain matters regarding unit owners' associations in small claims court and limiting the conduct of unit owners' associations in collecting unpaid assessments, fees, and fines.

WHEREAS, House Bill 22-1137 makes amendments to the Colorado Common Interest Ownership Act (CCIOA), codified in Section 38-33.3-102 Et al. of the Colorado Revised Statutes.

WHEREAS, the aforementioned amendments to the CCIOA have necessitated the Association to amend its polices relating to the collection of unpaid assessments, conduct of meetings and covenant and rule enforcement.

WHEREAS, the Association finds, declares and determines that consistent procedures are essential for effective operation of the Association. And a centralized compliance and Compliance and Enforcement Procedure Policy and Procedure Manual aids in the effective operation of the Association.

WHEREAS, on May 18, 2022 the Board of Directors of the Association adopted a resolution of the same tittle adopting a Compliance and Enforcement Procedure Policy and Procedure Manual and has come to rely on it in the months since.

WHEREAS, the aforementioned Compliance and Enforcement Procedure Policy and Procedure Manual is no longer consistent with the Associations' policy as the Associations policy has been amended.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MASTER COMMUNITY ASSOCSATION, INC.:

1. Incorporation. The above recitals are incorporated herein by reference and adopted as findings of the Board of Directors.

2. Adoption of Policy. The document attached hereto and incorporated by reference, titled Compliance and Enforcement Procedure Policy and Procedure Manual is hereby adopted as policy of the Association.

3. Publication. The Association shall cause to have published on its website in a conspicuous location the Compliance and Enforcement Procedure Policy and Procedure Manual.

4. Amendment. The Board of Directors delegates to the Executive Director authority to make future amendments to the Compliance and Enforcement Procedure Policy and Procedure Manual without action of the Board of Directors, provided that the Board of Directors is provided notice the amendments and any amendments are publicized as prescribed herein. The Board of Directors reserves authority to amend.

PRESIDENTS CERTIFICATION: The undersigned, being the President of the Master Community Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on August 17, 2022, and in witness thereof, the undersigned has subscribed their name.

MASTER COMMUNITY ASSOCIATION, INC.
a Colorado non-profit corporation.

By: ______________________________

Shalise Hudley
President

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Compliance and Enforcement
Policy and Procedure Manual

Introduction

These policies are published for the information and guidance of the Master Community Association, Inc. (Association), a Colorado nonprofit corporation, with a mission to operate the Central Park communities "Special District" property and assets through comprehensive parks and recreation management, ongoing recreational and cultural programming, and ensure for the long-term operation and sustainability of all public facilities and assets. The Association operates all property owned by the Park Creek Metropolitan District, which includes community pools, amphitheaters, community parks, pedestrian paths, parkways, and alleys for the common benefit of all residents.

The procedures continued herein are not intended to cover every situation which may arise in the course of the Association duties. There will be times when employees will have to rely solely upon their discretion and experience to be effective. It is incumbent upon all to familiarize themselves with the contents of this manual so that they may know their duties and perform them properly.

This Compliance and Enforcement Policy and Procedure (Manual) shall replace and supersede all other policies, procedures, rules, regulations, or orders of the Association inconsistent herewith.

Adopted by Resolution of the Board of Directors: August 17, 2022.

Attest:

____
Keven Burnett
Executive Director

Section 1: Purpose and Intent

This Manual is designed to centralize all policy, procedure, rules, regulations, orders, and other direction of the Association as it relates to those duties conferred on it by the applicable governing documents. This includes without limitation the duties of the Community Deceleration and Management Agreement described in Section 2.

Section 3 of this Manual establishes official rules and regulations as they relate to community maintenance, parking, park use, and special events. It is the intent of the Association to enforce all rules and regulations in a manner that is coercive, not punitive.

It is the intent of this Manual to fully comply with all the provisions of local, state, and federal law. Including without limitation the Colorado Common Interest Ownership Act (CCIOA) and Colorado Special District Act. Any provision of this Manual that is inconsistent with the CCIOA is null and void.

Section 2: Authority

The Association was established in 2001 by Forest City, the master developer, through CCIOA (CRS § 38-33.3-101) to be responsible for the management of all common elements built by the developer, ensuring the enforcement of all convents, and establishing rules necessary for the operation of the community.

Section 2.1: Community Declaration

The First Amended and Restated Community Declaration for the Project Area within the Former Stapleton International Airport (Declaration) provides those convents authorized by law (Appendix 1). The declaration was last amended on August 28, 2020. This Manual reflects the most updated version of the declaration. The CCIOA requires all common interest community managers, for which the Association meets the definition, to adopt a written policy and procedure for the enforcement of said declaration before its enforcement. The Board of Directors adopted such policy and procedure on August 17, 2022 (Appendix 2).

While this Manual is designed to provide for the compliance and enforcement of all sections of the Declaration, specific reference is made to the following sections:

> **Section 7.5:** Units to be Maintained. Owners of a Unit are responsible for the maintenance, repair, and replacement of the properties located within their Unit boundaries except as such maintenance, repair, and replacement are expressly the obligation of the applicable Sub-association for that unit. Each Unit, shall, at all times, be kept in a clean, sightly, and wholesome condition.
>
> **Section 7.6**: Landscaping Requirements of Owners/Restrictions and Maintenance Covenants. All portions of a Unit not improved with a residence, building, driveway,

walkways, patios, or decks (referred to as the unimproved area or landscaped areas of a Unit) shall be landscaped by the Owner thereof or a builder other than the Declarant. Any portions of the Unit that are not landscaped by the Builder, must be fully landscaped by the Unit Owner, no later than one (1) year after the first occupancy of any portion of the Unit. The landscaping of each Unit, having once been installed, shall be maintained by the Owner, or the applicable owner association (in the case of multifamily parcels), in a neat, attractive, sightly, and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly materials, and removal of weeds and debris.

Section 7.9: Use of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Community Association. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Community Association.

Section 2.2: Park Creek Management Agreement

On May 1, 2020, the Association entered into the Second Amended and Restated Management Agreement (Agreement) with the Park Creek Metropolitan District (PCMD), a quasi-municipal corporation and political subdivision of the State of Colorado (Appendix 3). Pursuant to section III.A of the agreement the Association, “shall manage, operate, maintain, repair and replace” facilities located on land owned by the Park Creek Metropolitan District (managed facilities). Section II.D provides that there shall be no interference by the PCDM in the day-to-day operation of the Association. Pursuant to section III.C of the agreement the Association shall establish general policies and procedures for use of managed facilities. Pursuant to section III.C.i the Association shall have the authority to limit the use of all managed facilities while complying with section III.D, which provides the Association shall make available all managed facilities during normal business hours and such reasonable conditions as established by the Association consistent with the obligations of the agreement.

Section 3: Rules and Regulations

For the purposes of this Manual, all contents of this section shall be referred to as “Rules and Regulations”.

Section 3.1: Rules and Regulations for Community Maintenance

Appendix 4 is adopted as the Rules and Regulations for Community Maintenance.

Section 3.2: Parking Rules and Regulations

Appendix 5 is adopted as the Parking Rules and Regulations.

Section 3.3: Park Use Rules and Regulations
Appendix 6 is adopted as the Rules and Regulations for Park Use.

Section 3.4: Rules and Regulations for Special Events
Appendix 7 is adopted as the Rules and Regulations for Special Events.

Section 4: Complaints
Complaints regarding alleged violations may be reported by an Owner or resident by submission of a written complaint. Complaints and allegations of violation should be directed to the Association in writing.

Complaints by Owners or residents, shall be in writing and submitted to the Association. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

Complaints can be submitted to the Association online using the "Report a Complaint" feature on the homepage of www.mca80238.com or by email at communityservices@mca80238.com.

Section 5: Investigations and Inspections
The Board of Directors of the Association delegates to the Executive Director of the Association authority to from time to time designate themselves or another employee in writing to serve as Compliance Coordinator. The Compliance Coordinator shall have the primary responsibility of investigating, prosecuting or otherwise enforcing the Declaration or Rules and Regulations. The Board of Directors of the Association to the Executive Director and Compliance Coordinator the discretion to investigate all complaints. The Compliance Coordinator shall be the recipient of all correspondence related to the provisions of this Manual.

Upon receipt of a complaint, a review shall be conducted to determine if on its face the Association has jurisdiction to investigate, if jurisdiction is missing or lacking the complaint should be returned, if possible, to the reporting party with a description of the lack of jurisdiction and referral to the appropriate party.

Those complaints that after appropriate review are determined to be within the jurisdiction of the Association shall be referred to the appropriate inspector for investigation. The inspector shall then personally visit the impacted location to determine if there exists a violation of the Declaration or Rules and Regulations. If no violation exists, the investigation concludes, and

efforts should be made to inform the reporting party that no violation exists. If a violation is found, the inspector shall photograph the violation to obtain evidence of the violation. An inspection form shall then be completed (Appendix 8).

The inspector shall then proceed with notification of the responsible party to remedy the violation as outlined in Section 6. If the complaint relates to parking the provisions of Section 8 shall be followed, if the complaint is concerning a park the provisions of Section 9 shall be followed. A file shall be generated for each violation containing all documentation and evidence. The file should be assigned a case number utilizing the following convention: Year-Case (Example: 2022-01). Documentation and evidence shall include without limitation any forms, photographs, correspondence, or other text that are relevant to the case. Case files should be stored according to their status. In the event of a re-inspection, the appropriate re-inspection form shall be completed (Appendix 9). After conducting an investigation and collecting all applicable evidence, the inspector shall evaluate the evidence and apply the Declaration and Rules and Regulations, if after such application the inspector determines that there is a violation, they shall complete the procedure of Section 6. Inspectors shall undergo appropriate field training as directed by the Executive Director and Compliance Coordinator.

Section 6: Violations

Section 6.1: Violations Generally

The Association shall take action against the owner of any real property that is found to be in violation of the Declaration or Rules and Regulations. A finding of violation is made after an inspector reviews the applicable evidence and determines, by a preponderance of the evidence, a violation exists.

Section 6.2: Violations that Threaten Public Safety or Health

With respect to any violation of the Declaration or Rules and Regulations the Association that the Association reasonably determines threatens the public safety or health, the Association shall take the following action:

A. <u>First Notice of Violation</u>: The Association shall send a Notice of Violation, Health and Safety via regular US Mail and physically post a copy at the Owners property (Appendix 11). The notice must provide an explanation of the nature of the violation, the action(s) required to cure the violation, a seventy-two (72) hour cure period, and the Fine Notice in Section 7. The notice shall be in English and in any language that the Owner has indicated a preference for correspondence.

B. <u>Violation Not Cured:</u> The inspector shall return to the property no less than seventy-two (72) hours after issuing the Notice of Violation and reinspect the property, completing the appropriate re inspection form (Appendix 9). If, after re inspection of the property, the Association determines that the Owner has not cured the violation, the Association

shall fine the Owner consistent with the provisions of Section 7 and may take legal action against the Owner for the violation (Appendix 11).

Section 6.3: 5. Violations that Do Not Threaten Public Safety or Health.

If the Association reasonably determines that there is a violation of the Declaration or Rules and Regulations that does not threaten public safety or health, the Association shall take the following action:

A. Warning Letter: The Association shall send a Warning Letter to the Owner via regular US mail. The letter shall provide an explanation of the nature of the violation, the action(s) required to cure the violation, and up to 10 days to cure (Appendix 10). The letter shall be in English and in any language that the Owner has indicated a preference for correspondence.

   The inspector shall gather all evidence including the inspection form (Appendix 8) and complaint, if one is available, and compile all information in the information in a file marked with a case number and address as specified in Section 5.

   After issuing a Warning Letter the property shall be reinspected to determine if the violation has been cured no less than ten (10) days after the issuance of the Warning Letter. The reinspection form shall be completed after the reinspection (Appendix 9).

B. First Notice of Violation: No less than ten (10) days after issuing the Warning Letter, if the violation continues to exist the Association shall provide a First Notice of Violation (Appendix 12). The notice must be sent via certified mail, return receipt requested. The notice must provide an explanation of the nature of the violation, the action(s) required to cure the violation, a thirty (30) day cure period, and the Fine Notice language in Section 7. The notice shall be in English and in any language that the Owner has indicated a preference for correspondence.

   After issuing a First Notice of Violation the property shall be re-inspected to determine if the violation has been cured no less than thirty (30) days but not more than thirty-seven (37) days after the issuance of the First Notice of Violation. The reinspection form shall be completed after the reinspection (Appendix 9).

C. Second Notice of Violation: No less than thirty (30) days after the First Notice of Violation has been issued, if the Association has pursuant to Section 6.4, received no notice that the violation has been cured and the re-inspection has been completed no more than seven (7) days after the expiration of the thirty (30) day cure period. A Second Notice of Violation shall then be sent via certified mail, return receipt requested. The notice must provide an explanation of the nature of the violation, the action(s) required to cure the violation, a second thirty (30) day cure period, and the Fine Notice

language in Section 7 (Appendix 12). The notice shall be in English and in any language that the Owner has indicated a preference for correspondence.

After issuing a Second Notice of Violation the property shall be re-inspected to determine if the violation has been cured no less than thirty (30) days but not more than thirty-seven (37) days after the issuance of the Second Notice of Violation. The reinspection form shall be completed after the reinspection (Appendix 9).

D. Violation Not Cured: No less than thirty (30) days after the Second Notice of Violation has been issued, if the Association has pursuant to Section 6.4, received no notice that the violation has been cured and the re inspection has been completed no more than seven (7) days after the expiration of the second thirty (30) day cure period and the violation remains uncured , the Association may impose fines pursuant to Section 7, and refer the matter to the Associations Attorney for legal action.

Section 6.4: Curing A Violation.

If an Owner cures the violation within any cure period afforded the Owner, the Owner may notify the Association of the cure and, the Owner sends notice to the Association with visual evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.

If an Owner makes contact with the Association by email or letter, which shall be retained in the case file, or contact is made by phone, with a written summary retained in the case file, the Owner shall be directed to the applicable inspector. The inspector shall promptly, but no longer than 24 business hours, return the communication. The inspector may in their sole discretion approve a plan of the Owner's to cure the violation. Inspectors have the discretion to evaluate and approve plans, a reasonable timeline should be established and proof of good faith effort recorded, this includes without limitation, quotes, and other construction scoping documents. The inspector shall be reasonable and act in the interest of curing the violation. Any extension or plan approval should be retained for the file. If at any time after engaging in conversation the property owner becomes unresponsive or unwilling to work in good faith with the inspector the provisions of Section 6.3 shall be followed.

Once the Association determines that an Owner has cured a violation, the Association shall notify the Owner, in English and in any other language that the Owner has indicated a preference for correspondence that the Owner will not be further fined with regard to the violation; and of any outstanding fine balance that the Owner owes the Association (Appendix 13).

Section 6.5: Special Considerations for Trees

Trees are an extremely valuable resource that provides attractive landscapes and much-needed shade from the high-altitude sun while cleaning the air and replenishing oxygen in the atmosphere. Trees must be maintained in a state of good repair at all times. There is no requirement that a tree is planted, but if a tree is planted it must be maintained alive and in good health. Pruning requirements exist to ensure vehicular travel and safe accessibility of sidewalks. Property owners shall be responsible for pruning needs of private property trees and trees within the public right-of-way adjacent to their property. The responsibility of the property owner is defined in Chapter 57 of the Revised Municipal Code of the City and County of Denver.

Violations concerning the health of a tree, or the pruning needs of trees shall be addressed first with the tree notice (Appendix 14). The tree notice shall not constitute a Warning Letter pursuant to Section 6.3 and shall be physically posted at the property. If after a period on ten (10) days, the tree violation is not cured, a case shall be opened pursuant to Section 6.3.

Section 7: Fine

Section 7.1: Fines Generally

All notices shall state that the Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on the notice. The notice shall also state the potential fine pursuant to the applicable schedule in Section 7.2. For violations that threaten public safety or health since the letter only provides seventy-two (72) hours to cure, any request for a hearing occurring after the seventy-two (72) hours shall address such fines before they become applicable.

The inspector shall determine the ownership of the property using the City and County of Denver and Adams County assessor databases. The fine tracking form should be completed after each fine issued, after completing the fine tracking form it is delivered to the business office to create the appropriate invoice (Appendix 15). The invoice once completed by the business office is retained for the file.

Section 7.2: Fine Schedule

A. Fine Schedule for Violations that Threaten Public Safety or Health: After an Owner has failed to cure a violation which the Association reasonably determines threatens public safety or health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Owner fifty dollars ($50.00) every other day until the violation is cured and may turn over the Associations attorney to file suit, pursuant to Section 7.3. Any fine notice shall notify the Owner that failure to cure may result in a fine every other day and only one hearing shall be held. The Association shall utilize the Notice of Violation letter to issue the fine (Appendix 12) and shall record all fines issued using the fine tracking form (Appendix 15). No total fine amount for a violation which threatens public safety or health shall exceed five-hundred dollars ($500.00).

The Association may also turn over any violation to the Association's attorney to take appropriate legal action once the seventy-two (72) hour cure period has expired and the violation remains uncured, pursuant to Section 7.3.

B. Fine Schedule for Violations that do not Threaten Public Safety or Health: The following fine schedule has been adopted for all violations that do not threaten public safety or health:

a. Following not less than thirty (30) days after issuing the First Notice of Violation, the Association shall issue a fine in the amount of two hundred dollars ($200.00).
b. Following not less than thirty (30) days after issuing the Second Notice of Violation, the Association shall issue a fine in the amount of three hundred dollars ($300.00).
c. The Association shall utilize the Notice of Violation letter to issue the fine (Appendix 12) and shall record all fines issued using the fine tracking form (Appendix 15). No total fine amount for a violation which threatens public safety or health shall exceed five-hundred dollars ($500.00).
d. The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two thirty (30) day cure periods have expired and the violation remains uncured, pursuant to Section 7.3.

Section 7.3: Referral to Attorney

The Association after exercising all the remedies contained herein shall refer a non-cured violation to the Association Attorney, Altitude Community Law PC. The inspector shall ensure that the case file contains all relevant information on the case, including all correspondence be it by mail or email and all photographs and other visual evidence. The fill shall be scanned and submitted to the Attorney by email addressed to covenf@altitude.law. Include the Associations accounting contractor MSI Inc. on the turnover correspondence so it may be noted in the property records. After a case is turned over to the Attorney all communication shall be redirect to the assigned Attorney. The Association shall make it a policy to refer cases as minimally as possible and only as a last resort.

Section 7.4: Waiver of Fines

The Association may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Association may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Declaration and Rules and Regulations.

Section 7.5: Other Charges

In addition to the fines outlined in Section 7.2, each Owner shall be liable to the Association for any damage to the Common Elements or for any expense or liability incurred by the Association which may be sustained because of negligence or willful misconduct of such Owner or a guest of the Owner, and for any violation by such Owner or guest of the Declaration or Rules and Regulations. In any action to enforce any violation, the Association, if it prevails, shall be entitled to recover all costs, including without limitation, attorney fees, and courts costs,

reasonably incurred in such action.

Section 8: Parking Violations

Section 8.1: Parking Violation Notice

When an inspector finds and determines that a vehicle is parked in violation of the parking rules and regulations the inspector shall issue a parking violation notice (Appendix 16). The inspector shall complete the parking violation logbook (Appendix 17). The inspector shall photograph the offending vehicle and such photograph should include a picture of the license plate. The photograph shall be retained by the inspector for a period of thirty (30) days. The parking violation notice is not a fine but simply a notice that the vehicle is parked in a manner that is prohibited. Notices shall be enclosed in the yellow violation envelope (Appendix 18), the notice is then placed under the windshield wiper of the vehicle or typed to the side of the vehicle if a trailer.

Parking violations are enforced pursuant to the jurisdiction provided the Association by the Second Amended and Restated Management Agreement with the PCMD (Appendix 3). Parking violations are only enforced on land owned by the PCMD and not on the City Right of Way. Parking violations are not considered covenant violations and do not meet the requirements for enforcement found in the CCIOA.

Section 8.2: Parking Violation Fine

If after issuing a vehicle a parking violation notice, at least 24 hours later, the inspector finds the same vehicle violating the same rule or regulation, the inspector shall issue a parking violation fine (Appendix 19). Fines for parking violations are fifty dollars ($50.00) for each offense. The inspector shall photograph the offending vehicle and such photograph should include a picture of the license plate. The inspector shall also photograph the parking violation fine form, both of the photographs shall be retained in a separate file. The inspector shall complete the parking violation logbook (Appendix 17). Notices shall be enclosed in the yellow violation envelope (Appendix 18), the notice is then placed under the windshield wiper of the vehicle or typed to the side of the vehicle if a trailer. Parking violation fines constitute a penalty assessment and may be collected in accordance with Section 7.4.

Section 8.3: Abandoned Vehicles

A vehicle may be reported or identified as abandoned, in the course of investigating if a vehicle is abandoned the following procedure shall be conducted:

a. The inspector shall photograph the vehicle and identify any body damage or other distinguishing characteristics. The inspector shall determine if someone is living in the vehicle.
b. The inspector shall issue a parking violation notice in accordance with Section 8.1.
c. The inspector shall return no sooner than 24 hours and no less than 72 hours after issuing the parking violation notice and if no contact has been received by the vehicle owner shall post a parking violation sticker.

d. The inspector shall return no less than no sooner than 24 hours and no less than 72 hours later and if the vehicle remains unmoved shall post a second final notice parking violation sticker including a copy of the rules and regulations. The inspector shall serve in accordance with the provisions of Section 6.4, an abandoned vehicle letter addressed to the owner of the property abutting the vehicle (Appendix 20). If contact is made with the property owner and they do not own the vehicle it shall be declared abandoned. If no response is received from the property owner after a reasonable amount of time the vehicle shall be declared abandoned.
e. After declaring a vehicle abandoned, a tow-requested sticker shall be posted on the vehicle. The inspector shall then contact the Association towing contractor and request towing for a private parker. The inspector shall meet the tow truck driver on site and complete the towing company's required paperwork. A photograph of the towing companies' paperwork should be taken. The inspector should then photograph the condition of all sides of the vehicle. The inspector shall then complete the tow report form (Appendix 21). The completed tow report form along with the photographs shall be retained in a tow report file.
f. Any contact concerning a vehicle that has been towed shall be referred to the towing company. If at any point in this abounded vehicle process, contact is made with the owner of the vehicle and the owner of the vehicle resides on the block in which the vehicle is parked the vehicle shall be declared not abandoned unless the vehicle is parked in front of a residence that filled a complaint with the Association. In this case, the vehicle owner shall be informed that the vehicle needs to be relocated, if the vehicle is not relocated within a reasonable time frame a parking violation fine in accordance with Section 8.2 shall be issued.
g. It shall be the policy of the Association to permit the owner of a vehicle to park the same vehicle at any place on the block where they reside as long as the residents of the unit in front of which the vehicle is parked does not file a complaint.

Section 9: Park Enforcement

Section 9.1: Park Enforcement Generally

Association Parks are located on private land owned by the Park Creek Metropolitan District and operated by the Association. Use of the park outside of park hours or violation of park rules is prohibited. The Park Creek Metropolitan District though the agreement has granted the Association authority to act as an agent for the PCMD on all land that is managed facilities. PCMD land is private, but the PCMD has issued a blanket consent to allow all people permission to use their land.

As the PCMDs agent, the Association has enacted park use rules so that parks and open spaces can be used for the enjoyment of all people. Association staff have the authority when acting as an agent of the PCMD to withdraw consent for an individual to occupy a managed facility. After consent is withdrawn the individual is then trespassing and subject to arrest and removal by the Denver Police Department pursuant to Section 38-115 of the Revised Municipal Code of the City and County of Denver.

On January 26, 2022, the Association entered into a cooperation agreement with the Denver Police Department (DPD) wherein DPD, pursuant to the authority provided to them as Colorado Peace Officers in Section 24-31-3 Colorado Revised Statutes, will enforce the City and County of Denver Trespassing Ordinance found in Section 38-115 of the Revised Municipal Code of the City and County of Denver (DRMC). The cooperation agreement with DPD provides that any person found to be violating the Park Rules that the Association establishes in this order is subject to arrest or citation.

Park violations are enforced pursuant to the jurisdiction provided the Association by the Second Amended and Restated Management Agreement with the PCMD (Appendix 3). Park violations are only enforced on land owned by the PCMD, they are not considered covenant violations and do not meet the requirements for enforcement found in the CCIOA.

Section 9.2: Duties of Staff

It shall be the duty of all Association staff that observe a violation of the Rules and Regulations for Park Use (Park Rules) to immediately notify an inspector designated in Section 5, so appropriate action can be taken. It shall be the duty of the inspector to exercise reasonable means to remedy a violation of the Park Rules. The. The Compliance Coordinator is granted all necessary permissions to act on behalf of both the Association and PCMD in applicable circumstances. The inspector shall produce an Association park rules violation civil order Violation Order). Such order will contain a way to collect identifying information, the type of violation, and will be signed by the inspector.

Section 9.3: Procedures of Enforcement

Upon observing or receiving information about a violation of the Park Rules the inspector shall investigate the violation. If in the opinion of the inspector a violation has occurred, the inspector has the discretion to take the following enforcement actions:

a. Warning, the inspector shall educate the individual committing the violation verbally and seek voluntary compliance.
b. Violation Order, the inspector verbally informs the individual committing the violation that they have committed a violation and they are ordered to desist immediately, a document identifying information from the individual committing the violation provides the individual with a signed violation order (Appendix 22). The inspector shall inform the individual that future actions will result in criminal penalties.
c. Trespass Order, the inspector shall verbally inform the individual committing the violation that they have committed a violation and they are ordered to diesis immediately, a document identifying information from the individual committing the violation and provide the individual with a signed violation order. The inspector shall then complete a Civil Trespassing Notice and inform the individual committing the violation that they are ordered to vacate and forbidden from coming upon all land, structure, or premises owned by the Park Creek Metropolitan District and operated by the Association (Appendix 23).

The inspector shall retain a file of all orders issued and other evidence collected. To the extent that identifying information can be determined a separate letter will be issued to any receipt of Trespassing Notice by USPS First Class Mail within 48 hours of the issuance of such notice. If the individual committing the violation is a minor the inspector shall contact the parents of the minor.

Section 9.4: Notification of Police

An inspector shall contact the Denver Police Department (DPD) after exercising all the remedies identified in Section 3 of this policy. The inspector after observing an individual in violation of a trespass notice shall immediately contact DPD. The inspector shall complete and sign a complaint and affidavit and provide the affidavit to DPD, the inspector shall photograph the statement for Association records. The inspector shall provide DPD with copies of the Trespassing Notice and Violation Order. The inspector shall obtain the case number, officer's business card and complete a memorandum addressed to the Executive Director each time a case is opened with DPD or the situation was complex in nature and requires documentation.

Any staff member that observes an individual in managed facilities that a reasonable person would conclude requires assistance shall call 911 and request a welfare check, this includes without limitation: a person that any reasonable person without any special training would conclude is intoxicated, a person that appears to any reasonable person to be passed out or unconscious, a person that any reasonable person would consider to be acting irrationally and could present a danger to themselves or others.

Section 9.5: Property Removal

Association Park Rules prohibit leaving personal property in the park overnight. The Association finds it necessary to establish policy and procedure to govern the removal of personal property.

Anytime Association staff or contractors identify personal property that has been left in the park overnight, reasonable efforts will be undertaken to identify the owner of the property. Property that is unattended at the time it is observed will be posted with a notice giving the owner of the property 24 hours to remove the property from the park (Appendix 24). If after 24 hours staff return, and the property remains unattended the property will be removed by the Association or its contractor. If property is attended the individual in possession of the property shall be deemed to be in violation of the Park Rules and appropriate action will be undertaken pursuant to Section 9.3. The Association shall seek to the greatest extent possible the voluntary removal of property from the park.

The Association shall post notice 48 hours in advance of large-scale cleanups. Large-scale cleanups are those that are large in scope, exceed the capacity of Association staff, and require the use of a specialized contractor. Notice of the large-scale cleanup shall be in writing and posted immediately adjacent to the area that will be cleaned (Appendix 25).

Upon a determination by Association staff or contractor that unattended property is rubbish or trash in nature and not worthy of recovery the Association shall in its discretion forgo the posting of 24 hours' notice and immediately dispose of the property.

Property that the Association determines is hazardous or unsafe shall be removed and disposed of immediately and requires no posting, this includes without limitation: needles, weapons, drugs, human waste, propane tanks or other material that a reasonable person would conclude is dangerous. Hazardous or unsafe property shall be disposed of in its entirety and not sorted through. Property that a reasonable person would consider having value and is not hazardous or unsafe shall be subject to the posting requirements. Reasonable Effort should be undertaken to have the owner of the property remove the property on their own. Property whose owners can be identified that is not hazardous or unsafe will be collected and stored for a period of thirty (30) days. Property not claimed will be disposed of. Identification cards shall be turned over to DPD. The Association may adopt additional policy in writing to govern the collection and disposal of property, such policy must include the posting of notice as set forth herein, the period of notice may be longer but not less than the period described herein.

Section 10: Sub-Associations

Within the Central Park neighborhood, multiple additional neighborhood associations have that same meaning as defined in the declaration. For purposes of this Manual neighborhood, associations are referred to as Sub-Associations. The Sub-Association and Master Association, as the Association is, the relationship is unique but not uncommon.

A master association is an association that oversees and governs a group of smaller associations that typically share common areas of a large, planned community (the master community). Such smaller communities may be classified as single-family homes, townhomes, or condominiums. Each smaller community is bound by its own individual set of governing documents in addition to the master association governing documents.

When residing in a master or sub-association community, questions will inevitably arise regarding maintenance. Specifically, owners may question whether a component should be maintained by the master association or a sub-association. Common areas, which may include the pools, playgrounds, or other areas in the community which are available to all residents within the master association are typically maintained by the master association. Any amenity or common area which is specifically owned by and/or allocated solely to a sub-association is typically maintained by the sub-association. Again, individual documents for individual communities may contain maintenance requirements that stray from the general formula stated above.

In addition to the possibility of two assessments and two different entities performing maintenance in the community, individual owners will also be subject to two sets of covenants, rules and regulations, and design guidelines. The entire community, including all single-family

homes, townhomes, and condominium units must comply with the master association covenants, rules and regulations, and design guidelines. In addition to these obligations, each individual sub-association will have a separate set of covenants, rules and regulations, and design guidelines (which will likely be different from other sub-association documents in the community). These covenants, rules and regulations, and design guidelines may not contradict each other.

Section 11.2 of the declaration grants the Association authority to enforce those junior covenants developed by the Sub-Association. The Association maintains a list of Sub-Association contact information on our website, the Association endeavors to keep this information up to date but makes no warranties for the information and the content is provided for information only. The Association is not involved in the management of Sub-Associations and does not collect information on the convents. The Association is not a party to the maintenance obligations of the Sub-Association. When the Association finds a violation on property owned by a Sub-Association, the Association will issue notices pursuant to Section 6 and Section 7 to the Sub-Association. If the Association finds that there is a violation on the property that falls under the jurisdiction of the Sub-Association but is not owned by the Sub-Association, the Association shall issue the notice and applicable correspondence to the property owner, not the Sub-Association. If the responsibility to cure the violation is that of the Sub-Association the property owner shall be responsible for curing the issue with the Sub-Association. The Association will not engage with the Sub-Association related to private property, correspondence shall only be directed to the property owner.

Section 11: Cooperation with City Services

It shall be the policy of the Association to cooperate with all city services in the provision of their duties. The Compliance Coordinator shall establish contacts and relationships at the City and County of Denver in the following departments and divisions: Transportation and Infrastructure, Right of Way Services, Right of Way Enforcement, Parks and Recreation, Park Rangers, Zoning, and Neighborhood Inspections, Police. The Compliance Coordinator shall also establish contacts in the similarly situated departments and visions in the City of Aurora.

The Association shall refer to the City any matters that are outside of its jurisdiction but fall within the City's. If asked for records or documents the Association shall supply them to the city.

Section 12: Hearings

Section 12.1: Hearing Generally

All correspondence between the Association and an Owner regarding a violation of the Declaration or Rules and Regulations shall include a blanket statement that the Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on the notice. For a violation that threatens public safety or health since the letter only provides

seventy-two (72) hours to cure, any request for a hearing occurring after the seventy-two (72) hours shall address such fines before they become applicable.

The Board of Directors of the Association shall one time per year appoint a Compliance Committee and delegate to it the authority to adjudicate disputes arising out of Declaration or Rules and Regulations. The Compliance Coordinator is appointed to staff the Compliance Committee and delegates to them all authority to convince the Compliance Committee and conduct a hearing.

If a hearing is requested by the Owner, the Compliance Coordinator shall serve a written notice of the hearing to all parties involved at least ten (10) days prior to the hearing date (Appendix 26). The notice must be sent via certified mail, return receipt requested and if practical, may be also by email but not in substitution of certified mail. The notice shall be in English and in any language that the Owner has indicated a preference for correspondence.

If the Owner fails to request a hearing pursuant to this Section, or fails to appear at any hearing, the Compliance Committee Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the Owner may be assessed a fine pursuant to the Association policies and procedures.

Section 12.2: Impartial Decision Maker

Pursuant to Section 38-33.3-209.5 of the Colorado Revised Statutes, the Owner has the right to be heard before an “Impartial Decision Maker.” An Impartial Decision Maker is defined under Colorado law as “a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.” The Board when appointing the Compliance Committee shall take care to ensure that all members meet the definition of an Impartial Decision Maker. A member of the Compliance Committee may be disqualified by the Compliance Coordinator if they do not meet the definition of an Impartial Decision Maker. The Executive Director shall ensure that the Compliance Coordinator at all times meets the definition of an Impartial Decision Maker and appoint a replacement if disqualified.

The entire committee appointed by the Board of the Association need not be present for a hearing to render a decision. A minimum of three (3) members shall be in attendance for a hearing to procced.

Section 12.3: Hearings

The Board of Directors of the Association appoints the Compliance Coordinator as presiding officer for all hearings before the Compliance Committee. At the beginning of each hearing, the Compliance Coordinator, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Neither the Complainant nor the Owner or alleged Violator are required to attend the hearing. The Compliance Committee shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Hearings will be held in executive session pursuant to Section 38-33.3-308(4)(e) of the Colorado Revised Statutes. The Compliance Coordinator shall ensure to the extent practicable that the hearing script is adhered to during every hearing.

The Compliance Committees decision shall be in writing and provided to the Owner within ten (10) days of the hearing and be signed by the Association President.

No less than ten (10) days prior to a hearing before the Compliance Committee the Compliance Coordinator shall provide the Compliance Committee a memorandum that includes at a minimum a description of the case, background and dates on actions taken by the Association to date and the questions before the Compliance Committee.

In every hearing the Compliance Committee shall answer a series of questions, these questions must include based on the evidence presented does the Compliance Committee sustain or dismiss each identified violation, and if a violation is sustained a reasonable timeline shall be given to the Owner to cure the violation and how will fines be assessed, consistent with Section 7.

Section 13: Amendments

This Manual may be amended by resolution of the Board of Directors. The Board of Directors may delegate authority to amend this Manual to the Executive Director. Such delegation must be in writing. Notice and comment period of the proposed amendments must be provided pursuant to all Association policies.

Section 14: Persons Affected

If any provision of this Manual or the application thereof to any person or circumstance is held to be invalid, the remainder of the Manual, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect.

Any person aggrieved and affected by this Manual has the right to request judicial review by filing an action with the Denver District Court within 90 days of the effective date of this Manual. A duplicate copy of this Manual shall have the same effect as the original.

Appendix 1

Community Declaration

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DENVER COUNTY CLERK AND RECORDER 765.00 .00 SMP
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FIRST AMENDED AND RESTATED COMMUNITY DECLARATION FOR THE PROJECT AREA WITHIN THE FORMER STAPLETON INTERNATIONAL AIRPORT

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.

Clerk and Recorder
by [signature]
Deputy County Clerk
Date 5/10/02

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FIRST AMENDED AND RESTATED COMMUNITY DECLARATION FOR THE PROJECT AREA WITHIN THE FORMER STAPLETON INTERNATIONAL AIRPORT

THIS FIRST AMENDED AND RESTATED COMMUNITY DECLARATION FOR THE PROJECT AREA WITHIN THE FORMER STAPLETON INTERNATIONAL AIRPORT, ("**Community Declaration**") is made on the date hereinafter set forth by Forest City Stapleton, Inc., a Colorado corporation, with an address of 1401 17th Street, Suite 510, Denver, CO 80202 ("**Declarant**").

RECITALS RELATING TO THIS AMENDMENT AND RESTATEMENT

(i) On October 4, 2001, Declarant filed that certain Community Declaration for the Project Area within the former Stapleton Airport ("Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration, which Original Declaration was recorded at Reception No. 2001167472 in the public records of the City and County of Denver, Colorado and was also recorded at Reception No. C0867512 in the public records of the County of Adams, Colorado.

(ii) The Original Declaration has been supplemented, by documents filed of record.

(iii) Pursuant to the terms of Article 11, Section 11.7 of the Original Declaration, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in the Original Declaration, the Exhibits of the Original Declaration, or the map or the plat may be amended by Declarant until the first Unit has been conveyed by a Builder or by Declarant to a Unit Owner other than the Declarant or a Builder, by deed recorded in the real property records of the appropriate county.

(iv) The undersigned certifies that as of the date of the execution of this instrument the first Unit has not been yet been conveyed by a Builder or by Declarant to a Unit Owner other than the Declarant or a Builder, by deed recorded in the real property records of the appropriate county.

(v) Declarant, by executing and recording this instrument, desires to amend and restate all provisions of the Original Declaration in it's entirety, intending, upon the recording of this instrument, that the Original Declaration creating covenants, conditions, restrictions and reservations on the Real Property subject to the Original Declaration shall be superseded and replaced by this instrument, retaining and confirming the supplements of record previously made to the Original Declaration.

NOW, THEREFORE, the Original Declaration is replaced and amended and restated as follows:

RECITALS RELATING TO THIS COMMUNITY DECLARATION

A. Declarant expects to and may become the owner of portions of certain real estate in the City and County of Denver (the "**City**") and/or in the County of Adams, State of Colorado, which is generally shown by the illustration contained in *Exhibit A* attached hereto and by reference made a part hereof (the "**Project Area**").

B. As Declarant becomes the owner of portions of the Project Area, or afterwards, Declarant anticipates that those portions may be made subject to this Community Declaration, and thereafter be part of the "**Real Property**" as that term is used in this Community Declaration and as described in *Exhibit B* of this Community Declaration, as *Exhibit B* may be amended and supplemented from time to time.

C. Prior to Declarant's acquisition of any portion of the Project Area, the City, through and with the input of citizens of the City, prepared and approved, as an amendment to its comprehensive plan, the Stapleton Redevelopment Plan for the Project Area, initially published in 1995, which plan may be amended from time to time (the "**Development Plan**" or "**Green Book**"). Among other things, the Development Plan provides that the development of the Project Area should allow for and encourage affordable housing, education, job training, sustainable development and parks and open space.

D. Declarant, with the consent and approval of the entity set forth in *Exhibit C*, desires to create a Large, Master Planned Community on the Real Property under the initial name of 'Stapleton,' in which portions of the Real Property will be designated for separate ownership, with allowed diverse mixed uses, including residential uses, office uses, retail uses, light industrial and related uses, commercial uses, employment uses, education uses and public and private open space uses. Portions of the Real Property may be designated for ownership by a master owners' association.

E. Declarant, by this Community Declaration, desires:

(i) to allow for and encourage the purposes of the Development Plan, including affordable housing, education, jobs training, sustainable development, and parks and open space;

(ii) to allow for and encourage diversity of residential housing and mixed uses within the Community, including residential uses, office uses, retail uses, light industrial and related uses, commercial uses, employment uses, education uses, and public and private uses;

(iii) to further and promote the interests, health, safety and welfare of the residents, occupants, tenants and guests of the Community and/or of those other common interest communities and members of or within the Community;

(iv) to preserve, protect, and enhance the Community, consistent with established neighborhoods in the City;

(v) to provide for the maintenance, repair, improvement and replacement of the Common Elements and to provide services as set forth in this Community Declaration and various budgets of the Community Association;

(vi) to provide for the implementation of the powers and duties of the Board as set forth in this Community Declaration and the other Governing Documents of the Community; and

(vii) to implement the purposes of the Community Association as provided for in this Community Declaration and as provided for in any of the other Governing Documents of the Community.

F. Declarant desires to provide for the development of the Project Area to achieve these stated general purposes, and to allow the Community to undertake and continue these stated purposes as integral and fundamental aspects of the Community.

G. The Project Area is also subject to compliance with the Affordable Housing Plan as agreed to between the City and Declarant or its affiliates. A copy of the Affordable Housing Plan is attached hereto as *Exhibit D*. The purpose of the Affordable Housing Plan is to insure that a portion of the Project Area is owned, developed and used to facilitate housing for low and moderate income households. No property within the Project Area shall be specifically subject to the Affordable Housing Plan until so designated by Declarant pursuant to Declarant's reserved Development Rights as set forth in this Community Declaration.

H. Declarant has caused the "Master Community Association, Inc.," a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as a master owners' association, for the purpose of exercising the functions set forth in this Community Declaration.

I. Declarant, as the developer of the Community, has established this Community Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of the Community as a large, master planned community.

Now, therefore, Declarant declares as follows:

ARTICLE 1
SUBMISSION/DEFINED TERMS

Section 1.1 Submission of Real Property to the Community Declaration. The Declarant hereby submits the property described in *Exhibit B*, and such additional property as may be subsequently added (the "**Real Property**") to the provisions of the Colorado Common Interest Ownership Act (the "**Act**"), as apply to Large Planned Communities, and to the terms and conditions of this Community Declaration. In the event the Act is repealed, the Act on the effective date immediately prior to repeal shall remain applicable.

Section 1.2 Purpose and Intent. Declarant declares that this Community Declaration is made for the purposes set forth in the recitals of this Community Declaration. Declarant intends that this Community Declaration establish a general plan for the development of the Community. This Community Declaration is intended to and provides a flexible and reasonable procedure for the future expansion of the Community and provides for its overall development, administration, maintenance and preservation. An integral part of the development plan is the creation and operation of the Community Association, to own, operate and maintain various Common Elements and community improvements, and to administer and enforce this Community Declaration and the other Governing Documents referenced in this Community Declaration.

Section 1.3 Binding Effect. Declarant hereby declares that all of the Real Property shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions of this Community Declaration, except such portions of the Real Property as are a part of or are subsequently dedicated as right-of-way, public street, road or highway or dedicated as and used as a public park. Portions of Real Property once subject to this Community Declaration that become exempt upon dedication as a right-of-way, public street, road or highway, or dedicated as and used as a public park, shall, upon vacation of all or any part of the dedication, then again be subject to this Community Declaration, to the extent of such vacation. Declarant declares that this Community Declaration shall run with the Real Property and shall be binding on all parties having any right, title or interest in the Real Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 1.4 Name and Type. The type of Common Interest Community is a Master, Large Planned Community. The Community is a 'large' community, as defined in the Act and is also a 'master' Community. The Community may be located both in the City and/or in the County of Adams, Colorado. The initial name of the Community is 'Stapleton.' The name of the Community can be changed, upon the recommendation of the Delegates to the Board, the Board's approval of the recommendation, and Declarant's approval of the Board's action. Upon the adoption of a new name for the Community, the Community Association shall adopt and record an amendment to this Community Declaration, and the right to such amendment, as provided for above, is expressly reserved for twenty (20) years from the date of recording of this Community Declaration. The name of the Community Association is the "Master Community Association, Inc." The Community Association may adopt and use other names, as and in the manner permitted under the Colorado Revised Nonprofit Corporation Act, as that act may be amended from time to time.

Section 1.5 Governing Documents. The Community's Governing Documents consist of the following, as they may be amended: (a) Articles; (b) Bylaws; (c) Community Declaration; (d) plats, maps (as those terms are used in the Act) and deeds, as appropriate; (e) Supplemental Declarations; (f) Renovation and Remodeling Criteria; (g) Rules and Regulations; and (h) Board Resolutions.

Portions of the Real Property within the Community may be subject to additional covenants, restrictions and easements, which a Neighborhood Association may administer. In such case, if there is a conflict between or among the Governing Documents and any such additional covenants or restrictions, or the governing documents or policies of any such Neighborhood Association, the Governing Documents shall control.

Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provisions which are more restrictive than the provisions of this Community Declaration and, in such case, the more restrictive shall control.

Section 1.6 Defined Terms. Each capitalized term in this Community Declaration or in the plats or maps shall have the meaning specified or used in the Act, unless otherwise defined in this Community Declaration or in a plat or map, or unless the context requires otherwise, all as set forth below:

(a) "**Act**" shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as it may be amended from time to time.

(b) "**Affordable Housing Plan**" shall mean that certain plan agreed to by the City and Declarant or its affiliates, attached hereto as *Exhibit D*, respecting development and preservation of affordable housing in the Project Area.

(c) "**Affordable Housing Restrictions**" shall mean those restrictions and/or covenants imposed by or at the discretion of Declarant on a portion of the Real Property, as specifically subsequently designated by Declarant, to advance the objectives of the Affordable Housing Plan, pursuant to applicable provisions of this Community Declaration.

(d) "**Allocated Interests**" shall mean the applicable Assessment liability and also the votes in the Community Association allocated in this Community Declaration, as allowed for in the Act.

(e) "**Articles**" shall mean the Articles of Incorporation for the Master Community Association, Inc., as may be amended from time to time. The initial Articles are attached as *Exhibit E*.

(f) "**Assessment(s)**" shall mean a Community Wide Services Assessment, a Residential Services and Recreational Assessment, the Neighborhood Services Assessment, the Community Fee, the Commercial Services Assessment, the Working Fund and any other assessment as allowed or provided for by this Community Declaration or the Act.

(g) "**Board**" or "**Executive Board**" shall mean the body designated in this Community Declaration to act on behalf of the Community Association.

(h) "**Builder**" shall mean a home builder, general contractor or other party, which may also be an Owner, other than the Declarant, who acquires one or more Units without Improvements of a home, office building or commercial building constructed thereon for the purpose of constructing the initial Improvements upon the Unit or for the purpose of reselling or renting to a third party or third parties, or who purchases one or more parcels of land in the Community for further subdivision, development, and/or resale in the ordinary course of its business and who has applied to and been approved as a "Builder" by Declarant, the Board or the Committee.

(i) "**Bylaws**" shall mean the Bylaws adopted by the Community Association, as may be amended from time to time. The initial Bylaws are attached as *Exhibit F*.

(j) "**City**" means the City and County of Denver.

(k) "**Commercial Services Assessment(s)**" shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of the Community Association for any special or unique services offered to, requested by a Commercial Unit Owner or group of Commercial Unit Owners, or as otherwise made available by the Community Association, including operational expenses, maintenance, repair, replacement and improvement, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.

(l) "**Commercial Units**" shall mean and include each separately owned Unit that may be used for commercial purposes.

(m) "**Committee**" shall mean the Residential, Renovation and Remodeling Committee of the Community Association, as provided for by this Community Declaration.

(n) "**Common Elements**" shall mean the Real Property within this Community owned by or leased by the Community Association, including easements, if any, other than a Unit, which Real Property may be designated in recorded plats, maps and/or deeds.

(o) "**Community**" means the Large, Master Planned Community created by this Community Declaration.

(p) "**Community Association**" or "**Association**" shall mean the Master Community Association, Inc., a Colorado nonprofit corporation, which Association shall be a "unit owners association" as defined in the Act, and its successors and/or assigns.

(q) "**Community Declaration**" shall mean this First Amended and Restated Community Declaration for the Project Area Within the Former Stapleton International Airport, as amended and supplemented from time to time.

(r) "**Community Fee**" shall mean the Community Fee as provided for in this Community Declaration.

(s) **"Community Fee Report"** shall mean the report to be provided with payment of the Community Fee, as provided for in this Community Declaration, on the forms prescribed by the Community Association, Community Investment Fund or the Escrow Holder. This report is intended to fully describe the Transfer, setting forth the Purchase Price for the Transfer, the names of the parties thereto, the legal description of the Unit or Units transferred, and such other information as the Community Association, Community Investment Fund or the Escrow Holder may reasonably require.

(t) **"Community Investment Fund"** or **"Community Investment Fund, Inc."** shall mean the entity designated in this Community Declaration to receive portions of the Community Fee, as provided for in this Community Declaration, for the purposes as provided, and its successors and assigns.

(u) **"Community Manager"** shall mean any one (1) or more persons or companies engaged or employed by the Community Association who is engaged to perform any of the duties, powers or functions of the Community Association. The term "Community Manager" shall not include the Community Association itself.

(v) **"Community Wide Services Assessment(s)"** shall mean an assessment for common expenses, incurred by or on behalf of the Community Association for the annual costs of operating the Community Association, together with an allocation for reserves, and including the late charges, attorney fees, fines and interest charged by the Community Association.

(w) **"Declarant"** shall mean the Declarant named in this Community Declaration, and any successor and/or assignee designated by written notice or assignment executed by the then Declarant and executed by the Transferee and recorded (in compliance with the applicable provisions of the Act), to the extent any rights or powers reserved to Declarant are transferred or assigned to that party.

(x) **"Delegate"** shall mean the natural persons selected by Members within a Delegate District to represent a Delegate District and to cast votes on behalf of Members within a Delegate District as provided in this Community Declaration.

(y) **"Delegate District"** shall mean a geographical area which may constitute any portion or portions of the Real Property and from which all Members in that geographic area shall elect a single Delegate to represent their collective voting power. Parts of a Delegate District need not be contiguous.

(z) **"Design Declaration"** shall mean that certain Design and Architectural Declaration, as recorded in the records of the City, and as may also be recorded in the records of the County of Adams, State of Colorado, as amended and/or supplemented from time to time.

(aa) **"Development Rights"** or **"Special Declarant Rights"** shall mean those rights set forth in this Community Declaration and those rights set forth in the Act.

(bb) **"Development Plan"** or **"Green Book"** shall mean that certain Stapleton Development Plan initially dated March 1995, as may be supplemented or amended from time to time.

(cc) **"Dwelling Unit"** shall mean and include any portion of the Improvements on a Unit improved to allow separate occupancy for primarily residential use.

(dd) "**Escrow Account**" shall mean that certain escrow or escrow account maintained by the Community Association, at its expense, with an Escrow Holder for purposes of depositing, receiving and distributing the proceeds of the Community Fee.

(ee) "**Escrow Agreement**"shall mean that certain agreement of the Community Association with the Escrow Holder, establishing the Escrow Account, containing customary escrow agreement provisions and also containing the terms and conditions as specified in this Community Declaration.

(ff) "**Escrow Holder**"shall mean that bank or similar institution, and its successors or assigns, with whom the Community Association has entered into the Escrow Agreement, to establish the Escrow Account.

(gg) "**Governing Documents**" shall mean those documents listed in Section 1.5 of this Community Declaration, as they may be amended from time to time.

(hh) "**Improvement(s)**" shall mean structures or improvements of any kind installed within or upon a Unit, the original authorization and approval for which came from the Design Review Committee of SDC Design, Inc., pursuant to the Design Declaration.

(ii) "**Limited Common Elements**" shall mean those portions of the Common Elements, if any, designated by Declarant for the exclusive use of one (1) or more but fewer than all of the Units.

(jj) "**Local Common Element**" shall mean any portion of a residential area within the Real Property that is designated by any recorded instrument and, to the extent approval thereof is required of the Declarant, is approved by the Declarant, as a Local Common Element, which Local Common Element is for the primary use and benefit of the Owners of certain Units within the Real Property, but less than all Units.

(kk) "**Maintenance Fund**" shall mean the account into which the Board shall deposit monies paid to the Community Association from the Working Fund and any portions of the Community Wide Services Assessment as determined by the Board.

(ll) "**Member**" shall mean the person, or if more than one, all persons collectively, who constitute the Owner of a Unit, as more fully provided for in the Articles and Bylaws.

(mm) "**Membership**" shall mean the rights and obligations associated with being a Member.

(nn) "**Neighborhood Association**" shall mean any unit owners' association organized and established or authorized pursuant to this Community Declaration, the Act and a Supplemental Declaration, the membership of which is composed of Owners of Units within that portion of the Real Property covered by a Supplemental Declaration.

(oo) "**Neighborhood Association Assessment(s) of the Community Association**"shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of a Neighborhood Association, as provided for in this Community Declaration, and also as an option in lieu of a separate assessment by a Neighborhood Association, including late charges, attorney fees, fines and interest charged by the Community Association.

(pp) "**Neighborhood Service Assessment(s)**" shall mean expenditures made or liabilities incurred by or on behalf of the Community Association for services only to a particular neighborhood of the Community, such as for a Local Common Element or a Limited Common Element, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.

(qq) "**Notice of Claim of Exclusion**"shall mean the notice provided for in this Community Declaration, by which a Transferee involved in a Transfer may claim an exclusion from the requirement to pay the Community Fee.

(rr) "**Period of Declarant Control**" shall mean the period of time commencing on the date of recordation of this Community Declaration and expiring on the earlier of twenty (20) years thereafter, or sixty (60) days after conveyance or creation of seventy-five percent (75%) of the Units that may be created by Owners other than Declarant, or six (6) years after the last conveyance of a Unit by the Declarant in the ordinary course of business; provided, however, that if the Period of Declarant Control has not terminated pursuant to the foregoing provisions, the Period of Declarant Control shall in any case terminate on the date upon which all property in the Project Area has become a part of the Community and the last Unit within the Community has been conveyed by the Declarant.

(ss) "**Project Area**"shall initially mean all of the real estate generally described, shown and depicted by the illustration contained in *Exhibit A* attached hereto. The Project Area shall also include any additional lands as may later become subject to Declarant's rights of annexation, as allowed for in this Community Declaration and the Act.

(tt) "**Purchase Price**" shall mean the total amount of consideration paid by the purchaser for the Transfer of the Unit in question, inclusive of the amount of any lien or encumbrance against the Unit transferred and all charges and expenses required to be paid for the making of the Transfer. In determining the Purchase Price for the sale of a Residential Unit, the total amount of the sales price to the purchaser shall be deemed to be paid for the Transfer of the Unit unless evidence of the separate consideration paid for personal property is submitted as shown on the contract of sale or the closing or settlement documents on the Transfer or unless evidence of the separate consideration is shown on the declaration filed pursuant to the provisions of C.R.S. Section 39-14-102 (as amended), or any subsequent state law requiring the filing of a declaration with the county assessor that contains information to assist the assessor in determining the value of real property. In determining the Purchase Price for the Transfer of a Commercial Unit, the total amount of the sales price to the purchaser shall be deemed to be paid for the Transfer of the Unit unless evidence of the separate consideration paid for personal property is submitted as shown on the purchaser's use tax return as filed with the department of revenue or unless evidence of the separate consideration is shown on the declaration filed pursuant to the provisions of C.R.S. Section 39-14-102 (as amended), or any subsequent state law requiring the filing of a declaration with the county assessor that contains information to assist the assessor in determining the value of real property. In determining the Purchase Price for a lease or other Transfer that is not in all respects a bona fide sale, the Purchase Price of the Unit subject to the lease or other Transfer shall be determined by the Community Association. A Transferor may make written objection to the Community Association's determination within fifteen (15) days

after the Community Association has given notice of such determination, in which event the Association shall obtain an appraisal, at the Transferor's sole expense, from a real estate appraiser of good reputation, who is qualified to perform appraisals in Colorado, who is familiar with real estate values in the City, and who shall be selected by the Community Association. The appraisal so obtained shall be binding on both the Community Association and the Transferor. The above provisions to the contrary notwithstanding, where a Transferor does not submit a Community Fee Report within the time frame required, the Transferor shall be deemed to have waived all right of objection concerning fair market value, and the Community Association's determination of such value shall be binding.

(uu) "**Real Property**" (or "real estate" as that term is used in the Act) shall mean the property described in *Exhibit B*, and such additional property as subsequently may be added, pursuant to the expansion rights reserved in this Community Declaration, together with all easements, rights, and appurtenances thereto and the buildings and Improvements erected or to be erected thereon. Easements and licenses to which the Common Interest Community is initially subject to are to be set forth, as applicable, in *Exhibit B*.

(vv) "**Recreational Facilities**" shall mean one (1) or more recreational improvements on a portion or portions of the Common Elements, which, if limited to use by less than all Members, shall be deemed a Limited Common Element.

(ww) "**Renovation and Remodeling Criteria**" shall mean those certain residential renovation and remodeling guidelines as allowed for in this Community Declaration, as amended and/or supplemented from time to time, which are deemed a part of the Rules and Regulations.

(xx) "**Residential Services and Recreational Assessment**(s)" shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of the Community Association for operating, maintaining, repairing, replacing and improving Recreational Facilities and for operation of the Committee, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.

(yy) "**Residential Units**" shall mean and include any Unit or lot primarily intended or zoned for residential uses, including, Units where any residential condominium units have the right to be created or have been created; Units where apartments have the right to be created or have been created; and Units where a single family home or other property for individual occupancy has the right to be created or has been created.

(zz) "**Rules and Regulations**" means all rules, regulations, procedures and any Renovation and Remodeling Criteria, as the same may be adopted and amended from time to time by the Board, pursuant to this Community Declaration.

(aaa) "**SDC Design, Inc.**" shall mean SDC Design, Inc., and its successors and assigns.

(bbb) "**Special Residential Services Assessment(s)**" shall mean an Assessment for expenditures made or liabilities incurred by or on behalf of the Community Association for any special or unique services offered to, or requested by a Unit Owner or otherwise made available by the Community Association, including operational expenses, maintenance, repair, replacement and improvement, together with an allocation for reserves, and including late charges, attorney fees, fines and interest charged by the Community Association.

(ccc) **"Supplemental Declaration"** shall mean a written recorded instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof, which affects any portion, but not all, of the Real Property, which has been approved, in writing, by the Declarant, or if this approval right is assigned by Declarant, then is approved by Declarant's assignee.

(ddd) **"Transfer"** shall mean, for the purposes of the Community Fee provided for in this Community Declaration, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation (other than Declarant) which, directly or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Community Declaration.

(eee) **"Transferee"** shall mean and include all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Community Declaration.

(fff) **"Transferor"** shall mean and include all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Community Declaration.

(ggg) **"Unit"** or **"Units"** shall mean a physical portion of the Community, designated for separate ownership, shown as a condominium unit, lot or described as a separate parcel or separately deeded; or assessment or voting equivalent, as appropriate and applicable in the context.

(hhh) **"Unit Owner"** or **"Owner"**shall mean any person or entity that owns a Unit.

(iii) **"Units That May Be Created"** shall mean the grand total of twenty-three thousand (23,000) Units, consisting of up to:

(i) fifteen thousand (15,000) individually owned Residential Units;

(ii) one thousand (1,000) unit equivalents (for Residential Units used as a part of residential building or buildings devoted to apartments or multifamily rental use), on the basis of one (1) unit equivalent for every five (5) Dwelling Units, with the maximum number of rental Dwelling Units of five thousand (5,000) divided by 5 = 1,000;

(iii) six thousand (6,000) unit equivalents, based on use for commercial, industrial, office or for public or private recreation use, on the basis of one (1) unit equivalent for every 2,000 square foot increment of the maximum allowed square footage of twelve million (12,000,000) divided by 2,000 square feet = 6,000;

(iv) one thousand (1,000) for Units or unit equivalents, allocated to any one of the above uses or to other uses.

The grand total, above provided, shall be the maximum number of Units that may be subject to this Community Declaration if all of the Project Area becomes a part of the Community. The aforesaid number of Units That May Be Created is not, however, a representation or guaranty by Declarant as to the actual number of Units that will ultimately be included in or constructed as part of the Community.

(jjj) "**Working Fund**" shall mean an Assessment for initial capital of the Community Association, as allowed for in this Community Declaration.

ARTICLE 2
THE COMMUNITY ASSOCIATION OPERATIONS

Section 2.1 General Purposes and Powers of the Community Association. The Community Association, acting through the Board, shall: (a) perform functions and manage the Community as provided for in the Governing Documents, to meet the purposes of this Community Declaration, and (b) manage any other common interest communities as may subsequently be created within the Community, as and if provided for in the Supplemental Declaration for that common interest community, all as allowed for in this Community Declaration. The Community Association shall also have all power necessary or desirable to effectuate its purposes as an owners association under the Act and as provided for in this Community Declaration.

Section 2.2 Deemed Assent, Ratification and Approval. All Owners, occupants and residents in the Community shall be deemed to have assented to, ratified and approved the general purposes of this Community Declaration and the power, authority, management responsibility and designation of the Community Association, acting through the Board as allowed for in this Community Declaration.

Section 2.3 Governing Statutes and Documents. The Community Association shall be governed by the Act, this Community Declaration, and the Articles of Incorporation and Bylaws, as all of the same may be amended from time to time, and such other documents as may grant power and authority to the Community Association, to the extent those powers and authorities are accepted by the Community Association.

Section 2.4 Duty of the Board to Exercise Judgment and be Reasonable/Rights of Owners. In furtherance of the purposes of this Community Declaration, the Owners shall have the right and benefit to the administration of the Community by the Board, with the Board required to exercise judgment and reasonableness on behalf of the Community Association and Owners.

Section 2.5 Community Manager. The Board may, by written resolution, delegate authority to a Community Manager, provided no delegation shall relieve the Board of final responsibility.

Section 2.6 Election of the Board of the Community Association. The Board shall be elected by Delegates representing Delegate Districts within the Community; provided, however, that the Declarant shall have the sole right to appoint all or certain of the members of the Board as allowed for in this Community Declaration and in the Act. Delegates shall be elected by Owners within each Delegate District, acting in their capacity as Members of the Community Association.

Section 2.7 Declarant's Right to Appoint During Period of Declarant Control.

(a) During the Period of Declarant Control, the Declarant's appointment rights are subject to the following:

(i) From and after the date of recordation of this Community Declaration until the date that is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of twenty-five percent (25%) of the Units That May Be Created are conveyed to Owners other than Declarant, or are created, Declarant may appoint and remove all members of the Board.

(ii) From and after the date which is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of twenty-five percent (25%) of the Units That May Be Created are conveyed to Owners other than Declarant, or are created, until the date that is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of fifty percent (50%) of the Units That May Be Created are conveyed to Owners other than Declarant, or are created, the Owners other than Declarant (acting through their Delegates) shall have the right to elect a number of the members of the Board equal to the greater of one (1) or twenty-five percent (25%) (rounded to the nearest whole number) of the total number of the members of the Board, and the Declarant may continue to appoint and remove all other members of the Board.

(iii) From and after the date which is sixty (60) days after the date of conveyance by Declarant or creation by Declarant and others of fifty percent (50%) of the Units That May Be Created are conveyed to Owners other than Declarant until the date of termination of the Period of Declarant Control, the Owners other than the Declarant (acting through their Delegates) shall have the right to elect a number of the members of the Board equal to one (1) or thirty-three percent (33%) (rounded to the nearest whole number) of the total number of members of the Board, and the Declarant may continue to appoint and remove all other members of the Board. From and after termination of the Period of Declarant Control, the Owners (acting through their Delegates), including Declarant (if Declarant is then an Owner), shall elect a Board of at least three (3) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant.

(b) The Declarant may voluntarily surrender any or all of the foregoing rights to appoint and remove officers and members of the Board before termination of the Period of Declarant Control. In that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 2.8 Duty to Provide Audit. The Community Association shall provide for an annual independent audit of the accounts of the Community Association. Copies of the audit shall be made available to any Owner, on request, for a reasonable fee for the cost of copying the audit.

Section 2.9 Maintenance Fund. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited moneys for maintenance, repair, replacement and improvement of the Common Elements.

Section 2.10 Establishment of Other Funds. The Community Association may establish other funds as and when needed and nothing herein shall limit, preclude or impair the authority of the Community Association to establish other funds for specified purposes authorized by this Community Declaration. If the Community Association establishes any additional funds, the Board shall designate an appropriate title for the fund to distinguish it from the other funds maintained by the Community Association.

Section 2.11 Authority for Disbursements. The Board shall have the authority to make or to authorize an agent to make disbursements of any moneys in the Maintenance Fund or other funds that may be established pursuant to this Community Declaration.

Section 2.12 Power to Provide Special or Community Services. The Community Association shall have the power to provide services or offer community events to one (1) or more, but less than all, Owners. Any such service or services may also be provided pursuant to an agreement in writing, or through one or more Supplemental Declarations. Any such Supplemental Declaration may provide for payment to the Community Association by such Owner or Owners of the costs and expenses that the Community Association incurs in providing such services, including a fair share of the overhead expenses of the Community Association. In addition, any such Supplemental Declaration shall contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Owner or Owners, and that the payment for such services shall be secured by a lien on the Unit or Units of such Owners and may be collected in the same manner as an Assessment, or, if the written agreement so provides, in installments as part of the Community Wide Services Assessment.

Section 2.13 Power to Operate and Charge for Facilities and Services. The Community Association shall have the power to acquire, create, own and operate any and all such facilities and services as it deems appropriate, including, without limitation, landscape maintenance, or any other similar or dissimilar function, and to establish charges for the use of facilities and services. The charges may include admission, rental or other fees and charges for any use of property, facilities or services of the Community Association. Such charges or fees shall be as determined from time to time by the Board.

Section 2.14 Bulk Service Agreements. The Community Association shall have the power and authority to enter into one (1) or more bulk service agreements for such terms and rates as it deems appropriate in order to provide the Owners with any of the following services: cable television, community satellite television, electronic entertainment, information or communication services, or any other service the Community Association believes to be in the best interests of the Owners. If such a bulk service agreement is executed, the costs shall be allocated as a part of the Community Wide Services Assessment.

Section 2.15 Right to Notice and Comment. Pursuant to the Act and under other circumstances as set forth in the Act or this Community Declaration, where the Act or this Community Declaration require that an action be taken after 'Notice and Comment,' and at any other time the Board determines, the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing.

Section 2.16 Indemnification. To the full extent permitted by law, each officer and director of the Community Association shall be and is hereby indemnified by the Community Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon such officer or director in any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having been an officer or director of the Community Association, or any settlements thereof, whether or not he or she is an officer or director of the Community Association at the time such expenses are incurred. This indemnification shall not apply in cases where an officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of a settlement, the indemnification provided for in this Community Declaration shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Community Association.

Section 2.17 Education and Training. As a Common Expense, the Community Association may provide education and training opportunities, including providing funding and permitting facilities use for such purposes. The Community Association may provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Community Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community. The Community Association shall also fund, as a Common Expense, and support the education and training required for officers and directors.

ARTICLE 3
MEMBERSHIP, DELEGATE DISTRICTS, VOTING AND ASSESSMENT ALLOCATIONS

Section 3.1 Membership. Every person who is a record Owner of a fee interest in any Unit which is subject to this Community Declaration shall be a Member of the Community Association. There shall be one (1) Membership in the Community Association for each Unit within the Community. The person or persons who constitute the Owner shall automatically be the holder of the Membership appurtenant to the Owner's Unit, and the Membership shall automatically pass with fee simple title to the Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for Membership. Where more than one (1) person holds an interest in any Unit, all those persons shall be Members. No Owner, whether one (1) or more persons, shall have more than one (1) Membership per Unit owned, but all persons owning each Unit shall be entitled to rights of Membership and use of enjoyment appurtenant to ownership. The Articles of Incorporation and Bylaws of the Community Association may set forth classifications of Membership.

Section 3.2 Establishment of and Modification of Delegate Districts. The Community shall be divided into Delegate Districts, and each Delegate District shall elect one (1) Delegate to the Community Association to exercise voting power of all of the Members in a Delegate District. The initial Delegate District(s) is/are established in this Community Declaration. Subsequent Delegate Districts shall be established by Supplemental Declarations. So long as it has the right to subject additional property to this Community Declaration, Declarant may unilaterally amend this Community Declaration or any Supplemental Declaration to re-designate Delegate District boundaries. However, two (2) or more existing Districts shall not be combined without the consent of Owners of a majority of the Units in the affected Districts.

Section 3.3 Voting Rights of Members.

(a) Generally. Each Member shall:

(i) have the right to cast votes for the election of the Delegate to the Community Association (to exercise the voting power of the Delegate District in which the Member's Unit is located); and

(ii) such other voting as provided for in this Community Declaration. Except as expressly provided in this Section and in this Community Declaration, no other voting rights are created by this Community Declaration.

(b) Delegates. The Delegate from the Delegate District shall be elected by Members holding a majority of the voting power in a Delegate District present or in person or by proxy at a duly constituted meeting of a Delegate District.

(c) Bylaws. Unless otherwise addressed in this Community Declaration or the Articles of Incorporation, the Bylaws shall provide the manner, time, place, conduct and voting procedures for Member meetings for the purpose of electing a Delegate or other purposes in any Delegate District.

(d) No Fractionalized Voting. Vote(s) allocated to any Unit must be cast as a block and without dividing or fractionalizing such vote or votes.

(e) Declarant Control. During the Period of Declarant Control, the Declarant shall have the right to appoint members of the Board as allowed by this Community Declaration and as allowed for by the Act.

Section 3.4 Voting Allocations.

(a) Residential Use - Individually owned Units. If a Unit is used for single family, duplex, triplex, townhouse, or other multifamily residential dwellings and the Unit is individually owned, the vote attributable to a Unit shall be one (1) vote for each Dwelling Unit.

(b) Residential Use - Individually owned Units - Affordable Workforce Housing. If a Residential Unit is used for single family, duplex, triplex, townhome or other multi-family residential dwellings, and the Unit is individually owned and is subject to additional restrictions qualifying it as Affordable Workforce Housing (as allowed for under Exhibit D), the vote attributable to that Unit shall be one (1) vote for each Dwelling Unit.

(c) Residential Use - Apartments, Rentals and Affordable Rental Housing. If a Unit is used as a part of residential building or buildings devoted to apartments or multifamily rental use, the vote attributable to such Unit shall be one (1) vote for every five (5) Dwelling Units.

(d) Commercial, Office and Other Uses. If a Unit is used for commercial, retail, light industrial, office or for public or private recreation use, regardless of the size of the Unit, the vote attributable to such Unit shall be one (1) vote for each 2,000 square foot increment of floor area within the building(s) or Improvements on that Unit. The calculation of floor area of a building or of the Improvements shall be the gross floor area of all floor(s) of the building(s) measured from the exterior of the structure, including any basement area, but excluding floor areas not comprising a full 2,000 square feet increment, shall not receive a proration or fractional vote. The Board may require as built plans to be filed with the Community Association and may promulgate written standards for fairly and uniformly calculating the floor area for purposes of this Section.

(e) Allocations Prior to Use and Other Units or Other Uses. For all Units not allocated votes above, based on use, including any Unit comprised entirely of vacant land, regardless of zoning classification or anticipated use, the vote attributable to such Unit shall be one (1) vote per Unit.

Section 3.5 Proxies Of Members. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one (1) person, any one (1) co-Owner of the Unit may vote the vote of that Unit or register a protest to the casting of the vote of that Unit by the other co-Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Community Association. Owners within Neighborhood Associations or any designated subareas or parcels may, and are encouraged to, appoint a single Delegate or entity to hold and exercise proxies for all such Owners.

Section 3.6 Voting Rights of Delegates. Each Delegate shall have one (1) vote for each vote that could be cast by Members voting to elect a Delegate for such Delegate District. A Delegate may cast votes with respect to a Unit within such Delegate District only during such periods as the Owner of such Unit is entitled to cast votes for the election of a Delegate as provided in this Community Declaration or in any Supplemental Declaration as applicable.

Section 3.7 Manner of Voting by Delegates. Each Delegate may cast the votes that he or she represents in such manner as the Delegate, in his or her sole discretion, deems appropriate, acting on behalf of all the Members owning Units in the Delegate District; provided, however, that in the event that at least a majority in interest of the Owners in any Delegate District present in person or by proxy at a duly constituted meeting of such Delegate District shall determine at such meeting to instruct their Delegate as to the manner in which he or she is to vote on any issue, then the Delegate representing such Delegate District shall cast all of the voting power in such Delegate District in the same proportion, as nearly as possible without counting fractional votes, as the Owners of such Delegate District shall have cast their votes "for" or "against" such issue in person or by proxy. A Delegate shall have the authority, in his or her sole discretion, to call a special meeting of the Members of the Delegate's Delegate District in the manner provided in the Bylaws, for the purpose of obtaining instructions as to the manner in which to vote on any issue to be voted on by the Delegates. When a Delegate is voting without the instruction from the Members represented by such Delegate, then all of the votes may be cast as a block or unit, or the Delegate may apportion some of such votes in favor of a given proposition and some of such votes in opposition to such proposition. It will be presumed for all purposes of Community Association business that any Delegate casting votes will have acted with the authority and consent of all the Members of the Delegate District of such Delegate. All agreements and determinations lawfully made by the Community Association in accordance with the voting procedures established herein, and in the Bylaws, shall be binding on all Members, and their successors and assigns.

Section 3.8 Delegates as Advisory Committee. The Delegates may act as an advisory committee to the Board and may give the Board advice (which shall not be binding on the Board), as follows or on the following matters:

(a) Special events and community programs;

(b) Adoption of a new name for the Community, as provided for in this Community Declaration;

(c) Community Wide Services Assessments and the services funded through the Community Wide Services Assessment;

(d) By Delegate Districts involved with any of the following; provided, however that as to each of the following, the Board may require that only those Delegates with Districts that are subject to any one of these Assessments may be involved in an advisory capacity to the Board:

(i) Residential Services and Recreational Assessments;
(ii) Neighborhood Services Assessments;
(iii) Special Residential Services Assessments;
(iv) Commercial Services Assessments;
(v) Neighborhood Association Assessments of the Community Association;

(e) Other operations or aspects of the Community as requested by the Board, and

(f) Other operations or aspects of the Community as requested by a majority of Delegates and approved by the Board.

Section 3.9 Assessment Allocations. Assessments are allocated as follows:

(a) Community Wide Services Assessments. Community Wide Services Assessment allocations are based on the percentage number obtained by dividing the vote or votes allocated to a Unit by the total number of votes allocated to all Units within the Community, as votes are allocated as specified in this Community Declaration; except that as to individually owned Residential Units that are subject to additional restrictions qualifying those Units as "Affordable Workforce Housing" (as allowed under Exhibit D), those Units shall each be allocated reduced Community Wide Services Assessments, based on one-fifth (1/5) of the allocation in relation to other Residential Units. For example and in illustration of the exception provided for above, a Residential Unit that is subject to additional restrictions qualifying that Unit as Affordable Workforce Housing shall be subject to a Community Wide Services Assessment of one fifth (1/5) of other Residential Units.

(b) Residential Services and Recreational Assessments. Residential Services and Recreational Expenses shall be allocated to all Residential Units, based on an equal assessment on each Dwelling Unit, except as may otherwise be provided for in this Community Declaration or in a Supplemental Declaration or an amendment to this Community Declaration.

(c) Neighborhood Service Assessments. Neighborhood Service Assessments shall be allocated and assessed based on an equal assessment on each Dwelling Unit for Residential Units, or voting allocation as to Commercial Units, as appropriate, if applicable, against only those Units that are subject to that Neighborhood Service Assessment, whether by virtue of the terms of this Community Declaration, by virtue of a recorded Supplemental Declaration or by virtue of an amendment to this Community Declaration.

(d) Special Residential Services Assessments. Special Residential Services Assessments shall be allocated and assessed based on an equal assessment on each Dwelling Unit for either all Residential Units or those Residential Units to be assessed.

(e) Commercial Services Assessments. Commercial Services Assessments shall be allocated and assessed based on an equal assessment on each Commercial Unit, by vote, or for a group of Commercial votes, as allowed for in the Section enabling this particular assessment.

(f) Neighborhood Associations. The liability for Community Wide Services Assessments and/or Residential Services and Recreational Assessments attributable to all Units in a Neighborhood Association may be assessed against the Neighborhood Association, if any; or in the absence of an operating Neighborhood Association for Units included in the Community, then to the Owner. Neighborhood Associations shall allocate the Community Wide Services Assessments and/or Residential Services and Recreational Assessments and assess the Units in the Neighborhood Association pursuant to the allocations set forth in the Neighborhood Association's Declaration, the Neighborhood Association's Articles of Incorporation, the Neighborhood Association's Bylaws or other governing documents.

(g) Working Fund Assessments. Working Fund Assessments shall be allocated as provided in this Community Declaration.

(h) Community Fee Assessments. Community Fee Assessments shall be allocated and assessed as allowed for in the Section enabling this particular assessment.

(i) Other Assessments. Other Assessments provided for in this Community Declaration shall be allocated as provided for in this Community Declaration.

Section 3.10 Re-Allocations. When Units are added to or withdrawn from the Community, pursuant to the provisions of this Community Declaration and the Act, the formulas set forth above shall be used to reallocate the Allocated Interests.

ARTICLE 4
UNIT DESCRIPTIONS/COMMON ELEMENTS/EASEMENTS

Section 4.1 Identification of Unit Descriptions. The identification of each Unit is to be shown on an applicable plat, maps or deed for properties included in the Community. Every contract for sale, deed, lease, Security Interest, will or other legal instrument may legally describe a Unit by any identifying number established by a plat or map, with reference to the plat or map, and the Community Declaration, followed by the name of the Community. Reference to the Community Declaration, plat or map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Community Declaration, map or plat, without specific references thereto.

Section 4.2 Common Elements. The Declarant is not obligated to construct any particular type or kind or area of Common Elements. The Declarant may construct Common Elements for office or other use by the Community Association, for recreational use by all or some portion of the Owners (provided those with a right to use shall have an obligation to fund the ongoing maintenance, repair, replacement and improvement of any recreational facilities limited to use by less than all Owners and provided that if rights to use are limited to less than all Owners, that Common Element shall then be a Limited Common Element) and such other facilities as Declarant may determine.

Section 4.3 Duty to Accept Common Elements and Facilities Transferred by Declarant. The Community Association shall accept any Common Elements or property, including any Improvements thereon, and personal property transferred to the Community Association by Declarant and equipment related thereto, together with the responsibility to perform any and all functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Community Declaration. Any property or interest in property transferred to the Community Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board, be transferred to the Community Association free and clear of all liens (other than the lien of property taxes and Assessments not then due and payable), but shall be subject to the terms of this Community Declaration and any Supplemental Declaration applicable thereto. The improvements on the Common Elements may be changed from time to time by the Board. Portions of the Common Elements may be designated by Declarant as a part of a Unit or as a Limited Common Element to a Unit. Portions of Units not yet conveyed by Declarant to a third party owner may become Common Elements or Limited Common Elements, pursuant to rights reserved elsewhere in this Community Declaration.

Section 4.4 Utility, Map and Plat Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat, map or separate document and as may be established pursuant to the provisions of this Community Declaration, or granted by authority reserved in any recorded document.

Section 4.5 Owners' Easements of Enjoyment. Every Owner shall have a right and easement for access to his or her Unit and of enjoyment in and to any Common Elements and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) this Community Declaration and the other Governing Documents;

(b) any restriction contained in any deeds of Common Elements to the Community Association;

(c) the right of the Community Association to regulate use and enjoyment;

(d) the right of the Community Association to promulgate and publish Rules and Regulations, subject to limitations included in this Community Declaration, which Owners shall strictly comply with;

(e) the right of the Community Association to suspend rights to use recreational facilities for any period during which any Residential Services and Recreational Assessment against such Owner's Unit remains unpaid;

(f) the right of the Board to impose reasonable membership requirements and charge reasonable membership admission or other fees for the use of any recreational facility situated upon the Common Elements and the right of the Board to permit use of any recreational facilities situated on the Common Elements by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

(g) the right of the Community Association to allow public use of Common Elements or recreational amenities, with or without a fee or charge;

(h) the right, power and authority of the Community Association to grant any dedication, transfer or conveyance or grant of any similar interest affecting the Common Elements, to the extent permitted by the Act;

(i) the right of the Community Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements or as determined by the Board;

(j) the Development and Special Declarant Rights of the Declarant reserved in this Community Declaration; and

(k) the rights of Builders reserved in this Community Declaration.

Section 4.6 Rights Regarding Recreational Facilities. Regardless of any general rights to use and enjoyment (a) only Owners of a Residential Unit or the tenant, lessee or occupant of a Dwelling Unit in a Residential Unit used as an apartment or for multi-family rental use, shall have a right to use any Recreational Facilities, unless otherwise provided in a Supplemental Declaration; (b) these Owners, tenants, lessees and occupants of Residential Units shall only have a right to use Recreational Facilities after they have occupied their Improvements.

Section 4.7 Delegation of Use. Any Owner may delegate their right of enjoyment to the Common Elements and facilities to the members of such Owner's family or their guests, or contract purchasers who reside at such Owner's Unit or at the Dwelling Units that are a part of that Unit and shall be deemed to have delegated that authority to the Owner's tenants.

Section 4.8 Liability of Owners for Damage. Each Owner shall be liable to the Community Association for any damage to Common Elements or for any expense or liability incurred by the Community Association which may be sustained by reason of negligence or willful misconduct of such Owner or a guest of the Owner, and for any violation by such Owner or guest of this Community Declaration or any Rule or Regulation. The Community Association shall have the power to levy and collect an Assessment against a Member to cover the costs and expenses incurred by the Community Association on account of any such damage or any such violation of this Community Declaration or of the Rules and Regulations, including interest and attorneys' fees, or for any increase in insurance premiums directly attributable to any such damage or violation.

Section 4.9 Power to Grant Easements. The Community Association shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under the Common Elements for any lawful purpose, including without limitation, the provision of emergency services, utilities (including, without limitation, water, sanitary sewer, storm sewer, gas and other energy services), telephone, cable television, fiber optic and other telecommunication services, and other uses or services to some or all of the Members.

Section 4.10 Safety and Security. Each Owner and occupant, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to enhance the level of safety or security which each person provides for himself or herself and his or her property. Neither the Community Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants that the Community Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each person within the Community assumes all risks of personal injury and loss or damage to property, including Units and the contents of Dwelling Units, resulting from acts of third parties.

ARTICLE 5
COMMUNITY ASSOCIATION MAINTENANCE RESPONSIBILITIES

Section 5.1 Duty to Manage and Care. The Community Association shall manage, operate, care for, maintain and repair all Common Elements and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. In addition, the Community Association may operate, maintain and repair property other than Common Elements, including property of the City or of any other local governmental body, if some or all of the Members will

benefit thereby and provided that the Owner of the property consents to such operation, maintenance and repair.

Section 5.2 Flexible Authority of the Board for Community Association Maintenance. The Board shall determine the specifications, scope, extent, nature and parameters of the Community Association's maintenance, repair, replacement and improvement responsibilities.

Section 5.3 Generally Designated Areas of Maintenance. The Community Association may be responsible for:

(a) Designated landscaping and other flora, signage, structures, entry signage, and similar improvements situated upon the Common Elements or in public rights of way or public easement areas.

(b) Designated recreational facilities, which may include swimming pools and other facilities.

(c) The improvement, upkeep and maintenance, repair and reconstruction of landscaped areas in designated parks, parkways, dedicated public right of ways, alleys, or public easements, or for the payment of expenses which may be incurred by virtue of agreement with or requirement of any local governmental authority.

(d) Such portions of property included within the Real Property as may be dictated by local government, this Community Declaration or any Supplemental Declaration or in any contract or agreement for maintenance thereof entered into by the Community Association, or as expressly delegated by a Neighborhood Association and accepted by the Community Association.

(e) Real property within any portion of the Community, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood Association or because, in the opinion of the Board, the level and quality of service then being provided is not adequate. All costs of maintenance pursuant to this paragraph may be assessed as a Neighborhood Association Assessment of the Community Association or sub-Assessment only against the Units within the Neighborhood Association, or if no Neighborhood Association, then to that Unit, to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

(f) Any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Community Association, such property and facilities to be identified by written notice from the Declarant to the Community Association and to be maintained by the Community Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Community Association.

(g) Other property which it does not own, including, without limitation, conservation easements held by nonprofit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable.

(h) Such other maintenance and repair as set forth below or elsewhere in this Community Declaration.

Section 5.4 Additional Services. Any group of Units, acting either through their Delegate or through a Neighborhood Association, if any, may request that the Community Association provide a higher level of service than that which the Community Association generally provides, or may request that the Community Association provide special services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate for all Units receiving the same service), shall be assessed against the Units as a part of one of the Assessments, as determined by the Community Association.

Section 5.5 Neighborhood Association's Responsibility. The Owners of Units within each Neighborhood Association, if any, may be responsible for paying, through Neighborhood Association Assessments of the Community Association to their Neighborhood Association or through a separate Assessment to the Community Association, the costs of operating, costs of utilities, and costs of maintaining and insuring certain portions of the Real Property within their neighborhood. This may include, without limitation, the costs of maintaining any Neighborhood Association signage, entry features, right-of-way and open space between the Neighborhood Association and adjacent public roads and private streets within the Neighborhood Association, regardless of ownership and regardless of the fact that such maintenance may be performed by the Community Association; *provided, however*, all Neighborhood Associations which are similarly situated shall be treated the same. Any Neighborhood Association having any responsibility for maintenance of property within such Neighborhood Association shall perform such maintenance responsibility in a manner consistent with first class, community-wide standards. If it fails to do so, the Community Association may perform such responsibilities and assess the costs against all Units within such Neighborhood Association, as a Neighborhood Association Assessment of the Community Association.

ARTICLE 6
COVENANT FOR ASSESSMENTS

Section 6.1 Creation of Community Association Lien and Personal Obligation to Pay. Each Unit shall be deemed to covenant and agree and each Owner shall be deemed to covenant and agree to pay all Assessments as imposed by the Community Association or as may be imposed by a Neighborhood Association for payment to the Community Association. Any such Neighborhood Association shall allocate the Assessments of the Community Association to the Units in the Neighborhood Association as set forth in this Community Declaration. Assessments provided for in this Community Declaration, including fees, charges, late charges, attorney fees, fines and interest charged by the Community Association shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due; provided, however, that where

a Neighborhood Association has expressly assumed those obligations pursuant to the governing documents for that Neighborhood Association (as allowed for with the approval of the Declarant, as provided for in this Community Declaration), and in that event, so long as the Neighborhood Association has that obligation, only that Neighborhood Association shall have the personal obligation to pay.

Section 6.2 Continuing Lien. The personal obligation to pay any past due sums due the Community Association shall not pass to a Transferee, unless the sums due are expressly assumed by the Transferee; except for the Community Fee, which if unpaid becomes a personal obligation of the Transferee. All Assessments and such other Assessments as imposed by the Community Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Community Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made.

Section 6.3 No Exemptions, Offsets or Reductions. No Owner may become exempt from liability for payment of any Assessment to the Community Association by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Assessment is made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Community Association or the Board or any other entity is not properly exercising its duties and powers under this Community Declaration.

Section 6.4 Initial Capitalization of the Association/Working Funds. The Association requires that the first Owner of each Unit (other than Declarant or a Builder) make a non-refundable payment to the Association in an amount equal to two hundred dollars ($200.00), which sums are to be used by the Association as initial capital. The contribution by the first Owner of each Unit (other than Declarant or a Builder) shall be collected and transferred to the Association at the time of closing of the initial sale by Declarant or a Builder of each Unit, and the sums collected shall be for the use and benefit of the Association, through the Association's Maintenance Fund. Contribution and payment of each Owner's portion of the initial capital to the Association shall not relieve an Owner from making regular payments of any other Assessments as the same become due. Upon the Transfer of a Unit, an Owner may be entitled to a credit from their Transferee.

Section 6.5 Assessment Allocations. Each of the Assessments provided for in this Article shall be allocated as provided for under Section 3.9 of this Community Declaration.

Section 6.6 Community Wide Services Assessments. The Community Association may levy a Community Wide Services Assessment against Units, effective upon creation of such Unit, allocated as provided for above in this Community Declaration. Until the Community Association levies a Community Wide Services Assessment, the Declarant may, at its election and discretion, subsidize or assist in the payment of costs and expenses of the Community Association; provided that the Declarant shall not have any obligation whatsoever to subsidize or otherwise contribute to a maintenance fund or other contingency reserve to be used to cover future costs and expenses. After any Community Wide Services Assessment has been levied by the Community Association, Community Wide Services Assessments shall be levied no less frequently than annually by the

Community Association. Where the obligation to pay a Community Wide Services Assessment first arises after the commencement of the year or other period for which the Community Wide Services Assessment was levied, the Community Wide Services Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. Once begun, the Community Wide Services Assessment may be levied on an annual basis and must be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget for the Community Wide Services Assessment shall be submitted to the Delegates for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by votes of Delegates representing a majority of the votes in the Community Association. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Community Wide Services Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. Community Wide Services Assessments may begin on the first day of the month in which conveyance of the first Unit to a Unit Owner (other than Declarant or a Builder) occurs. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or release of the Unit Owners from their obligation to pay.

Section 6.7 Residential Services and Recreational Assessments. The Community Association may levy a Residential Services and Recreational Assessment against Residential Units, effective upon creation of such Unit as provided by this Community Declaration, or upon the recreational facility initially opening for use allocated as provided for above in this Community Declaration. Until the Community Association levies a Residential Services and Recreational Assessment, the Declarant may, at its election and discretion, subsidize or assist in the payment of costs and expenses of the Community Association; provided that the Declarant shall not have any obligation whatsoever to subsidize or otherwise contribute to a maintenance fund or other contingency reserve to be used to cover future costs and expenses. After any Residential Services and Recreational Assessment has been levied by the Community Association, Residential Services and Recreational Assessments shall be levied no less frequently than annually by the Community Association. Where the obligation to pay a Residential Services and Recreational Assessment first arises after the commencement of the year or other period for which the Residential Services and Recreational Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. Once begun, the Residential Services and Recreational Assessment may be levied on an annual basis and must be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget for the Residential Services and Recreational Assessments shall be submitted to only those Delegates representing Residential Unit Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be

vetoed by a majority of the votes of only those Delegates representing Residential Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Residential Services and Recreational Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. Residential Services and Recreational Assessments may begin on the first day of the month in which conveyance of the first Unit to a Unit Owner (other than Declarant or a Builder) occurs. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or release of the Unit Owners from their obligation to pay.

Section 6.8 Neighborhood Services Assessments. The Community Association may levy a Neighborhood Service Assessment against Units subject to this Assessment, allocated as provided for above in this Community Declaration. After any Neighborhood Service Assessment has been levied by the Community Association, Neighborhood Service Assessments shall be levied no less frequently than annually by the Community Association. Where the obligation to pay a Neighborhood Service Assessment first arises after the commencement of the year or other period for which the Neighborhood Service Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. Once begun, the Neighborhood Service Assessment may be levied on an annual basis against Units subject to this Assessment, and must be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget for the Neighborhood Services Assessment shall be submitted only to those Delegates representing Owners with rights to use a Local Common Element, or Limited Common Element, or with such other neighborhood services allowed for in this Community Declaration or a Supplemental Declaration, for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing Owners with rights to use a Local Common Element, or Limited Common Element, or with such other neighborhood services as allowed for in this Community Declaration or a Supplemental Declaration. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Neighborhood Service Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. Neighborhood Service Assessments may begin on the first day of the month in which conveyance of the first Unit to a Unit Owner (other than Declarant or a Builder) occurs. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or release of the Unit Owners from their obligation to pay.

Section 6.9 Special Residential Services Assessments. The Community Association may levy a Special Residential Services Assessment against Residential Units, effective upon creation of such Unit as provided by this Community Declaration, for any special or unique services offered to or requested by a Unit Owner or otherwise made available by the Community Association, allocated as provided for above in this Community Declaration. Until the Community Association levies a Special Residential Services Assessment, the Declarant may, at its election and discretion, subsidize or assist in the payment of costs and expenses of the Community Association for any special or unique services offered to or requested by a Unit Owner or otherwise made available by the Community Association; provided that the Declarant shall not have any obligation whatsoever to subsidize or otherwise contribute to a maintenance fund or other contingency reserve to be used to cover future costs and expenses. After any Special Residential Services Assessment has been levied by the Community Association, Special Residential Services Assessments shall be levied as needed or determined by the Board. Special Residential Services Assessment may be levied on a selective basis by the Community Association, without a requirement for advance budgeting and budget approval, or may be levied as an annual Assessment with advanced budgeting as provided for below. In all events, Special Residential Services Assessments shall be levied as needed or determined by the Board. To the extent this Assessment is levied annually by the Community Association, then the budgeting provisions below shall apply. Where the obligation to pay a Special Residential Services Assessment first arises after the commencement of the year or other period for which the Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. If to be imposed on an annual and recurring basis, the Special Residential Services Assessment may be levied on an annual basis in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget shall be submitted only to those Delegates representing Residential Unit Owners subject to an annual and recurring Special Residential Services Assessment for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing those Residential Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Special Residential Services Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board.

Section 6.10 Commercial Services Assessments. The Community Association may levy a Commercial Services Assessment against Commercial Units or against Commercial Units by Delegate District, for any special or unique services offered to or requested by a Commercial Unit Owner or group of Commercial Unit Owners, or as otherwise made available by the Community Association, allocated as provided for above in this Community Declaration. After any Commercial Services Assessment has been levied by the Community Association, Commercial Services Assessments shall be levied as needed or determined by the Board, subject to the Delegates ratification, as provided for below. Commercial Services Assessment may be levied on a selective

basis by the Community Association, without a requirement for advance budgeting and budget approval, or may be levied as an annual Assessment with advanced budgeting as provided for below. In all events, Commercial Services Assessments shall be levied as needed or determined by the Board. To the extent this Assessment is levied annually by the Community Association, then the budgeting provisions below shall apply. Where the obligation to pay a Commercial Services Assessment first arises after the commencement of the year or other period for which the Assessment was levied, that Assessment shall be prorated, as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

(a) The Budget Process. If to be imposed on an annual and recurring basis, the Commercial Services Assessment may be levied on an annual basis against all Commercial Units or to just those Commercial Units in any given Delegate District, and in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget shall be submitted only to those Delegates representing Commercial Unit Owners subject to an annual and recurring Commercial Services Assessment for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing those Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Commercial Services Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board.

Section 6.11 Neighborhood Association Assessments of the Community Association. The Community Association may levy a Neighborhood Association Assessment of the Community Association against Units, effective upon creation of such Unit, as provided for in this Community Declaration and also as an option in lieu of a separate assessment by a Neighborhood Association, allocated as provided for in this Community Declaration. After any Neighborhood Association Assessment of the Community Association has been levied by the Community Association in lieu of an Assessment by a Neighborhood Association, that Neighborhood Association Assessment of the Community Association shall be levied on an annual basis with advanced budgeting as provided for below. Otherwise, any other Neighborhood Association Assessment of the Community Association may be levied as needed or determined by the Board, as allowed for in this Community Declaration, without a requirement for advance budgeting and budget approval.

(a) The Budget Process. If to be imposed on an annual and recurring basis, in lieu of an assessment by a Neighborhood Association, a Neighborhood Association Assessment of the Community Association may be levied in compliance with the Act based upon the Community Association's advance budget of the cash requirements for this Assessment. The budget shall be submitted only to those Delegates representing Unit Owners subject to an annual and recurring Neighborhood Association Assessment of the Community Association for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws. The budget may be vetoed by a majority of the votes of only those Delegates representing those Unit Owners. If not so vetoed, the budget proposed shall be deemed ratified.

(b) Due Dates. Neighborhood Association Assessments of the Community Association shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board.

Section 6.12 Community Fee Assessments.

(a) Purposes of the Community Fee. The Development Plan, as initially adopted, identified several key objectives critical for the long term success of the Project Area. As the developer of the Project Area, the Declarant agreed to provide methods and funding for achieving the objectives set forth below, as part of the development and long-term build-out of the Project Area. The purpose of the Community Fee described in this Section is to provide funding to the Community Investment Fund and to the Community Association to help achieve these objectives. Because achieving these objectives is a fundamental goal of the Development Plan and will enhance the overall livability and success of the Project Area, funding for these purposes will inure to the unique benefit of all Owners in the Community and in the Project Area. The objectives of the Development Plan are: (1) providing affordable housing; (2) increasing the availability of jobs training programs for residents, occupants and employees in the Project Area; (3) increasing the availability of educational programs for residents, occupants and employees in the Project Area; (4) promoting sustainable development; and (5) creating open space.

(b) Imposition after Occupancy of Initial Improvements. The obligation to pay the Community Fee is hereby imposed upon a Transferor of each Unit upon which Unit any Improvements have been occupied, or a temporary certificate of occupancy has been issued for the occupancy of any Improvements, or a certificate of occupancy has been issued for the occupancy of any Improvements, whichever occurs first, unless the Transfer in question is excluded under other express exclusion provisions of this section.

(c) Calculation of the Community Fee. The Community Fee shall be payable upon the Transfer of any Unit located in the Community as provided for in this Community Declaration. The Community Fee shall be calculated by multiplying the Purchase Price for the grant or conveyance less $100,000.00 by .0025. The Community Fee is imposed not as a penalty and not as a tax, but as an Assessment and as a means to provide additional funding to fulfill the purposes of this Community Declaration and the Development Plan as set forth above.

(d) Liability for the Community Fee. If the Transferor does not pay the Community Fee as required by this Section, the Community Fee payment shall become the personal obligation of the Transferee under the Transfer in question and shall be a lien against the Unit, and, if unpaid, shall be handled in accordance with the other provisions of this Section.

(e) Deposit of Community Fee Into Escrow Account. The Community Association shall maintain, at its expense, an escrow account (the "**Escrow Account**") with a reputable financial institution (the "**Escrow Holder**") for purposes of depositing, receiving and distributing the proceeds of the Community Fee. In addition to other customary provisions, the agreement establishing the Escrow Account the ("**Escrow Agreement**") shall contain the following provisions:

(i) that the Escrow Holder shall receive the proceeds of the Community Fee on an ongoing basis and shall invest the amounts collected in an interest bearing account as more particularly described in the Escrow Agreement prior to distribution as provided for by this Community Declaration;

(ii) that the Escrow Holder shall distribute, together with interest thereon and accompanying Community Fee Reports (as defined in this Community Declaration), five percent (5%) of the Community Fee collected to the Community Association, ninety-five percent (95%) of the Community Fee collected, the Community Investment Fund on a monthly or quarterly basis at the addresses specified in the Escrow Agreement, as requested by the Escrow Holder or the Community Investment Fund;

(iii) that the Escrow Agreement shall not be amended unless such amendment is approved and executed by the Community Association and the Community Investment Fund;

(iv) that the Escrow Holder shall not accept from the Association any changes to the Escrow Agreement or the provisions for collection or distribution of the Community Fee unless such change is authorized by an amendment to this subsection approved in accordance with applicable provisions of this section;

(v) that the Escrow Holder promptly shall notify the Association and the Community Investment Fund of any change in the address or the account number of the Escrow Account and that the Association shall promptly record a notice of such change of address or account number in the records; and

(vi) that in distributing the Community Fee to the Community Investment Fund, the Community Investment Fund must continue to acknowledge that the Community Fee may only be used for the purposes set forth in this section, inuring to the unique benefit of the Owners in the Project Area.

(f) Due on Closing, Grace Period and Method for Payment. Payment of the Community Fee shall be made in immediately available, good funds, in U.S. dollars to the Community Association, pursuant to the Escrow Account, at the address and account number specified by the Escrow Holder, upon the closing of the Transfer, with a fifteen (15) day grace period for receipt by the Community Association. With such payment, the Transferor shall provide a written report on forms prescribed by the Community Association, the Community Investment Fund and the Escrow Holder (the "**Community Fee Report**"),

which Community Fee Report shall fully describe the Transfer, shall set forth the Purchase Price for the Transfer, the names and addresses of the parties thereto, the legal description of the Unit or Units transferred, and such other information as the Escrow Holder may reasonably require. If not paid within fifteen (15) days after the Transfer, the applicable Community Fee shall be delinquent and bear interest and otherwise be treated as an Assessment in default, due to the Association. The payment and Community Fee Report shall be deemed received in a timely manner if sent to the address provided above by first class mail, postage prepaid, and postmarked no later than the date such payment and report is due, provided that the Escrow Holder thereby actually receives such payment and Community Fee Report. The Escrow Holder and/or the Association, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any Owner or Transferor which are reasonably related to the payment of the Community Fee.

(g) Reporting on Exclusions from Community Fee. In the event that a Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Fee under this section, the Transferor shall provide written notice (the "**Notice of Claim of Exclusion**") to the Board within five (5) days after closing of the Transfer in question, explaining the Transfer, the consideration, if any, involved in such Transfer, and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Fee, the Board shall notify the Transferor submitting the Notice of Claim of Exclusion of its obligation to pay the Community Fee and the Transferor shall pay the applicable Community Fee within fifteen (15) days after receipt of such notice. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting such Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with such additional information. Copies of all notices and correspondence between the Transferor and the Community Association under this Section shall be provided to the Transferee of the subject Transfer by the party initiating such notice or correspondence.

(h) Exclusions from the Community Fee. The Community Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Fee:

(i) Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivision of this state;

(ii) Transfers to the Association. Any Transfer to the Community Association or its successor or assignee;

(iii) Exempt Family or Related Transfers. Any Transfer, whether outright or in trust, that is for the benefit of the transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a transferor shall include all lineal descendants of any grandparent of the transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion. For the purposes of this exclusion, a distribution from a trust shall be treated as a Transfer made by the grantors of the trust, in the proportions of their respective total contributions of the trust;

(iv) Exempt Partition Transfers. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;

(v) Exemption for Transfers On Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

(vi) Related Company Transfers. Any Transfer made:

(a) by a majority-owned subsidiary to its parent corporation or by a parent corporation to its majority-owned subsidiary, or between majority-owned subsidiaries of a common parent corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or

(b) by a partner, member or a joint venturer to a partnership, limited liability company or a joint venture in which the partner, member or joint venturer has not less than a 50 percent interest, or by a partnership, limited liability company or joint venture to a partner, member or joint venturer holding not less than a 50 percent interest in such partnership, limited liability company or joint venture, in each case for no consideration other than the issuance, cancellation or surrender of the partnership, limited liability company or joint venture interests, as appropriate; or

(c) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Unit is transferred generally pro-rata to its shareholders and no consideration is paid other than the cancellation of such corporation's stock; or

(d) by a partnership, limited liability company or a joint venture to its partners, members or joint venturers, in connection with a liquidation of the partnership, limited liability company or joint venture or other distribution of property to the partners, members or joint venturers, if the Unit is transferred generally pro-rata to its partners, members or joint venturers and no consideration is paid other than the cancellation of the partners', members' or joint venturers' interests; or

(e) to a corporation, partnership, limited liability company, joint venture or other association or organization where such entity is owned in its entirety by the persons transferring the Unit and such persons have the same relative interests in the Transferee entity as they had in the Unit immediately prior to such transfer, and no consideration is paid other than the issuance of each such persons' respective stock or other ownership interests in the Transferee entity; or

(f) by any person(s) or entity(ies) to any other person(s) or entity(ies), whether in a single transaction or a series of transactions where the transferor(s) and the Transferee(s) are and remain under common ownership and control as determined by the Board or by the Community Investment Fund, in their sole discretion applied on a consistent basis; provided, however, that no such transfer or series of transactions shall be exempt unless either Board finds that such transfer or series of transactions (1) is for no consideration other than the issuance, cancellation or surrender of stock or other ownership interest in the transferor or Transferee, as appropriate, (2) is not inconsistent with the intent and meaning of this subsection; and (3) is for a valid business purpose and is not for the purpose of avoiding the obligation to pay Community Fee. For purposes of this subsection, a Transfer shall be deemed to be without consideration if (x) the only consideration is a book entry made in connection with an inter company transaction in accordance with generally accepted accounting principles, or (y) no person or entity that does not own a direct or indirect equity interest in the Unit immediately prior to the Transfer becomes the owner of a direct or indirect equity interest in the Unit (an 'Equity Owner') by virtue of the Transfer, and the aggregate interest immediately prior to the transfer of all Equity Owners whose equity interest is increased on account of the Transfer does not increase by more than 20 percent (out of the total 100 percent equity interest in the Unit), and no individual is entitled to receive directly or indirectly any consideration in connection with the Transfer. In connection with considering any request for an exception under this subsection, either Board may require the applicant to submit true and correct copies of all relevant documents relating to the Transfer and an opinion of the applicant's counsel (such opinion and counsel to be reasonably acceptable to the Board) setting forth all relevant facts regarding the Transfer, stating that in their opinion the transfer is exempt under this subsection, and setting forth the basis for such opinion;

(vii) Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses, and any exchange of Units between Declarant and any original purchaser from Declarant of the one or more Units being transferred to Declarant in such exchange. To the extent that consideration in addition to previously purchased Units is paid to Declarant in such an exchange, the additional consideration shall be a Transfer subject to Assessment. To the extent that Declarant, in acquiring by exchange previously purchased from Declarant, pays consideration in addition to transferring Units, the amount of such additional consideration shall be treated as reducing the original assessable Transfer and shall entitle an original purchaser that previously purchased from Declarant, to a refund from the Association of the amount of the Community Fee originally paid on that portion of the original Transfer;

(viii) Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second assessable Transfer in a series of transactions which includes only one effective Transfer of the right to use or enjoyment of a Unit;

(ix) Exempt Ground Leases. Any lease of any Unit (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years;

(x) Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;

(xi) Exemption For Conveyance To a Tax Exempt Entity. The Transfer, as a donation not for monetary value, of a Unit to an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended (or any comparable statute), provided that either the Board or the Community Investment Fund specifically approves such exemption in each particular case;

(xii) Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns 100 percent of its equity securities (a 'Holding Company'), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, 100 percent by such Holding Company;

(xiii) Subsidiary Conveyance Exemptions. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; however, unless such Transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the Transferee in the Transferor immediately prior to the Transfer. For example, if corporation A owns 60 percent of corporation B, and corporation B owns 100 percent of corporation C and corporation C conveys a Unit to corporation A for $2,000,000, 60 percent of the Community Fee would be exempt and a Community Fee would be payable only on $800,000 (i.e., 40 percent of the $2,000,000 consideration); and

(xiv) Exemption For Certain Conveyances of Convenience. The consecutive Transfer of a Unit wherein the interim owner acquires such Unit for the sole purpose of immediately reconveying such Unit to the interim owner and such interim owner receives no right to use or enjoyment of such Unit, provided the Board specifically approves such exemption in each particular case. To the extent that consideration is paid to, or for the benefit of, the interim owner, the additional consideration shall be a Transfer subject to Assessment. In these cases, the first Transfer is subject to the Community Fee and subsequent Transfers will only be exempt as long as a Community Fee has been paid in connection with the first Transfer of such Unit in such consecutive transaction and only to the extent there is no consideration to the interim owner.

(i) Amendment of the Community Fee Provisions of this Community Declaration. No provision of this Community Declaration related to or supporting the Community Fee and no provision of this section may be amended without:

(i) the affirmative approval of all votes, by allocation of votes or voting groups, including Delegate Districts, in the Community Association; and

(ii) the affirmative approval of Community Investment Fund;

(iii) for a period of sixty (60) years following the date of initial recording of this Community Declaration, either the written consent of Forest City Enterprises, Inc., or Forest City Stapleton, Inc., or either of their express successors or assignees, which express successor or assignee has been transferred and has accepted this right in writing.

Section 6.13 Other Assessments. The Community Association shall also have the authority to assess Units, pursuant to and as allocated, under other provisions of this Declaration, the Act, or as allowed by Court Order or law.

Section 6.14 Statements of Account. The Community Association shall furnish to an Owner or such Owner's designee (including, without limitation, a prospective purchaser from or lender of such Owner), upon written request, delivered personally or by certified mail, first class, postage prepaid, return receipt, to the Community Association's registered agent, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The written statement also shall notify the party requesting the statement that a Community Fee is payable at the time of Transfer of the Unit. If the request for such statement includes a statement of the Purchase Price for the sale of the Unit, the statement shall set forth the amount of the Community Fee payable based on such Purchase Price. If the request for such statement does not include a statement of the Purchase Price for the sale of the Unit, the statement shall set forth the formula for calculating the amount of the Community Fee payable on Transfer of the Unit. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and shall be binding on the Community Association, the Board and every Owner. If no statement is furnished to the Owner or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, then the Community Association shall no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request. The Community Association shall have the right to charge a reasonable fee for the issuance of such certificates.

Section 6.15 Effect of Non-Payment of Assessments. Any Assessment, charge or fee provided for in this Community Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, as established by the Board, shall bear interest at the rate of interest as may be determined, from time to time, by the Board, and the Community Association may assess a reasonable late charge thereon as determined by the Board. Further, the Community Association may bring an action at law or in equity, or both, against the person(s) personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien. An action at law or in equity by the Community Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Community Association without foreclosing, or in any way waiving, the Community Association's lien therefor. Foreclosure or attempted foreclosure by the Community Association of its lien shall not be deemed to estop or otherwise preclude the Community Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Community Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Community Association votes appurtenant to ownership thereof, convey or otherwise deal with the same. The rights of the Community Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 6.16 Lien Priority. The lien of the Community Association for all Assessments allowed for in this Community Declaration is prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recordation of the Community Declaration; (b) a first lien security interest on the Unit (except as otherwise provided in C.R.S. § 38-33.3-316(2)(b) or other applicable provisions of the Act with regard to the limited lien priority allowed to the Community Association); and (c) liens for real property taxes and other governmental

assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Community Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Transfer of any Unit shall not affect the lien for said Assessments or charges except that Transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, Transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE 7
GENERAL RESTRICTIONS

Section 7.1 Purposes, Plan of Development; Applicability; Effect. Declarant has created the Community as a mixed use, Master, Large Planned Community, in furtherance of its and every other Owner's collective interests. The Real Property is subject to land development constraints and requirements, Rules and Regulations and provisions of this Community Declaration governing land use, individual conduct, and uses of or actions upon the Real Property as provided in this Community Declaration. This Community Declaration establishes affirmative and negative covenants, easements, and restrictions.

Section 7.2 Changes in Circumstances Anticipated. Declarant has promulgated a general plan of development for the purposes stated in the recitals of this Community Declaration; provided, however, that in all cases and events such general plan for development shall be subject to the Community Association's ability to respond to changes in circumstances, conditions, needs, and desires within the Community, except as expressly provided for in this Community Declaration.

Section 7.3 Owner Acknowledgment. Each Owner is subject to this Community Declaration and the covenants and restrictions contained in this Community Declaration. By acceptance of a deed, or other instrument establishing title or ownership, each Owner acknowledges that such Owner has been given notice of this Community Declaration; that use of a Unit is limited by the provisions of the Governing Documents; that the Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Community Declaration and other Governing Documents; that the use, enjoyment and marketability of the Units can be affected by this Community Declaration; and that the restrictions and Rules and Regulations may change from time to time; provided, however, no action by the Board may invalidate a specific provision of this Community Declaration.

Section 7.4 Use Covenants and Restrictions Based on Zoning. Units within the Community shall be used for purposes as allowed by zoning, planned unit development or other local governmental determination. Use of Residential Units for primary residential use shall not be unreasonably regulated or governed by the Community Association. Use of Commercial Units for primary commercial uses shall not be unreasonably regulated or governed by the Community Association.

Section 7.5 Units to be Maintained. Owners of a Unit are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries except as such maintenance, repair and replacement are expressly the obligation of any applicable Neighborhood Association for that Unit. Each Unit and the Improvements on a Unit, shall, at all times, be kept in a clean, sightly, and wholesome condition.

Section 7.6 Landscaping Requirements of Owners/Restrictions and Maintenance Covenants. All portions of a Unit not improved with a residence, building, driveway, walkways, patios or decks (referred to as the unimproved area or landscaped areas of a Unit) shall be landscaped by the Owner thereof or a Builder, other than the Declarant. Any portions of a Unit that are not landscaped by a Builder must be fully landscaped by the Unit Owner, no later than one (1) year after the first occupancy of any portion of the Unit. The landscaping of each Unit, having once been installed, shall be maintained by the Owner, or the applicable owner association or Neighborhood Association, in a neat, attractive, sightly and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly materials, and removal of weeds and debris.

Section 7.7 Subdivision of Units.

(a) The Owner of a Residential Unit shall have the right to subdivide his or her Unit (including, without limitation, by creating a condominium project upon such Unit or consolidating Units into one Unit) provided that the Owner: (i) obtains written approval from Declarant or the Board; (ii) obtains all necessary approvals under the Design Declaration; (iii) complies with the Act and all applicable laws, regulations, ordinances, statutes and orders of all governmental authorities having jurisdiction. Following any subdivision of a Residential Unit, including the creation of such a condominium project or consolidation of Units, the Owner of each Unit resulting or remaining from such subdivision shall be a Member of the Community Association.

(b) The right of the Owner of a Commercial Unit to subdivide is not restricted.

Section 7.8 Restrictions on Subordinate Covenants, Maps and Planned Unit Developments on Residential Units. Until expiration of the Period of Declarant Control, the prior written consent of Declarant, or its assignee (if this restriction and approval right is assigned in writing), shall be required by any Owner or with regard to any Residential Unit:

(a) before junior or subordinate covenants may be filed of record against all or any portion of a Unit, and

(b) before any planned unit development, map, plat or re-subdivision may be filed of record against all or any portion of a Unit.

In the event an Owner records covenants against all or any part of a Residential Unit without the written consent required by the provisions of this Section, or in the event an Owner records any planned unit development, map, plat or re-subdivision against all or any part of any Unit without the written consent required by the provisions of this Section, the instruments recorded shall be voidable and shall be deemed void by the Declarant (or its assignee) upon Declarant (or its assignee) recording a notice to that effect. Notwithstanding the foregoing, however, Builders, and any mortgagees of Builders acquiring title to any lots by foreclosure or deed in lieu of foreclosure, shall have the right to re-subdivide or otherwise modify any subdivision plat in order to make minor lot line modifications, provided such modifications do not increase or decrease the size of any lot by more than ten percent (10%).

Section 7.9 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Community Association. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Community Association.

Section 7.10 Restriction on Timesharing and Similar Programs. Use or ownership of any Unit for operation of a timesharing, fraction-sharing or similar program, where the right to exclusive use of a Dwelling Unit rotates among participants in the program on a fixed or floating time schedule over a period of years and all similar ownership or use programs, schemes or clubs is prohibited. Declarant and its assignees may operate any such program with respect to any Unit owned by the Declarant or its assignee.

Section 7.11 Right of Owners Regarding Rules and Regulations. In furtherance of the purposes of this Community Declaration, and subject to the Board's duty to exercise judgment and reasonableness on behalf of the Community Association and Members, the Board may adopt, amend or repeal, Rules and Regulations concerning and governing the Community or any portion thereof. The Board may establish and enforce penalties for the infraction thereof.

Section 7.12 Construction Use. It is expressly permissible for Declarant and Builders to perform construction and such other reasonable activities, and to maintain upon portions of the Community such facilities as deemed reasonably necessary or incidental to the construction and sale of Units in the development of the Community, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, storage areas, trash bins, construction yards and equipment, signs, model units, temporary sales offices, parking areas and lighting facilities.

Section 7.13 Reasonable Rights to Develop. None of the covenants and restrictions in this Community Declaration may unreasonably impede Declarant's or a Builder's right to develop the Real Property. Additionally, the Board may not adopt any Rule or Regulation that unreasonably impedes Declarant's or a Participation Builder's right to develop the Real Property, the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights in accordance with this Community Declaration and/or the Act or the development rights of any Builder.

ARTICLE 8
INSURANCE/CONDEMNATION

Section 8.1 Community Association Hazard Insurance on the Common Elements. The Community Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to the Common Elements and the other property of the Community Association. If obtainable, the Community Association shall also obtain the following insurance and any additional endorsements deemed advisable by the Board .

Section 8.2 Community Association Liability Insurance. The Community Association shall obtain an adequate comprehensive policy of public liability and property damage liability insurance covering all of the Common Elements, in such limits as the Board may from time to time determine, but not in any amount less than Two Million Dollars ($2,000,000) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Community Association, and activities in connection with the ownership, operation, maintenance and other uses of the Community. All liability insurance shall name the Community Association as the insured.

Section 8.3 Community Association Fidelity Insurance. The Community Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Community Association, including persons who serve the Community Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Community Association, its officers, directors, trustees and employees.

Section 8.4 Community Association Worker's Compensation and Employer's Liability Insurance. The Community Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 8.5 Community Association Officers' and Directors' Personal Liability Insurance. The Community Association shall obtain a broad or expansive form of an officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Community Association.

Section 8.6 Other Insurance of the Community Association. The Community Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Community Association responsibilities and duties.

Section 8.7 Community Association Insurance and General Terms. The Community Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth herein, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant or a Builder, the Community Association shall maintain, to the extent reasonably available, policies for the above insurance with the following terms or provisions:

(a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least twenty (20) days prior written notice to all of the Owners and the Community Association.

(b) All liability insurance shall be carried in blanket form naming the Community Association, the Board, the Community Manager, the officers of the Community Association, the Declarant, their successors and assigns and Owners as insureds.

(c) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified Real Property or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be affected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause for less than one hundred percent (100%) of the full insurable replacement cost.

Section 8.8 Community Association Insurance Premium. Except as assessed in proportion to risk, if permitted under the terms of this Community Declaration, insurance premiums for the above provided insurance shall be a part of the Community Wide Services Assessment.

Section 8.9 Community Manager Insurance. The Community Manager, if not an employee, shall be insured for the benefit of the Community Association, and shall maintain and submit evidence of such coverage to the Community Association.

Section 8.10 Waiver of Claims Against Community Association. As to all policies of insurance maintained by or for the benefit of the Community Association and Owners, the Community Association and the Owners hereby waive and release all claims against one another, the Board and Declarant, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

Section 8.11 Adjustments by the Community Association. Any loss covered by an insurance policy described above shall be adjusted by the Community Association, and the insurance proceeds for that loss shall be payable to the Community Association. The Community Association shall hold any insurance proceeds in trust for the Community Association and Owners.

Section 8.12 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record, and pursuant to the Act.

ARTICLE 9
RESIDENTIAL RENOVATION AND REMODELING DESIGN REVIEW

Section 9.1 Required Approval for Certain Changes to Residential Units. Changes to the exterior of the Improvements (after installation or construction by the initial Builder) of a Residential Unit, or of any Unit limited to residential use or intended to be used solely for residential purposes, that meet any of the criteria listed below, must first be submitted to and approved in writing by the Residential, Renovation and Remodeling Committee of the Community Association ("**Committee**"), unless pursuant to a Supplemental Declaration a Neighborhood Association or other committee has authority over such proposed changes and is exercising that authority with the approval of the Committee. If an Improvement of a Residential Unit or a Unit limited to residential use or intended to be used solely for residential purposes, meets any one of the following criteria, that Improvement must first be approved by the Committee:

(a) the Improvement increases the gross square footage of the Improvements, by proposed addition or proposed deletion of improved space or square footage;

(b) the Improvement adds an exterior deck or balcony at the primary entry to the Improvements or above the ground floor of the Unit;

(c) the Improvement effects a substantial change to the architectural style and character of the Improvements at the Unit, in the opinion of the Committee;

(d) the Improvement adds an accessory or additional structure to the Unit (sheds or storage structures are expressly permitted, and do not require approval of the Committee); or

(e) the Improvement would be a substantial change to the roof plane or lines of the Improvements at the Unit.

In addition, pursuant to the Design Declaration, any such changes described above may be subject to review by the design review committee of SDC Design, Inc., at such committee's discretion.

Section 9.2 Approvals are not Required for the Itemized Changes to Residential Units. The following changes to the exterior of the Improvements on a Residential Unit, or a Unit limited to residential use or intended to be used solely for residential purposes, are not required to be submitted to and approved in writing by the Committee, unless, pursuant to a Supplemental Declaration, a Neighborhood Association has authority over these proposed changes and is exercising that authority with the approval of the Committee:

(a) changes in exterior colors;

(b) any fencing or walls added to a Unit;

(c) landscaping changes to a Unit;

(d) an Improvement that is a shed or storage structure;

(e) an Improvement that changes the front door of the Improvements on a Unit;

(f) an Improvement that is a deck or patio at ground level of the Improvements, and is not an addition to or improvement of the entry to the Improvements.

Owners acknowledge, however, that any of the changes exempted under this Community Declaration may be subject to review by the design review committee of SDC Design, Inc., pursuant to the Design Declaration.

Section 9.3 Action of the Committee. The Committee may require that applications of Owners be accompanied by payment of a fee for processing of the application, and/or a deposit for those costs, together with the plans and specifications showing exterior design, height, materials, color, location of the renovation, remodeling or addition to the proposed or existing Improvement (plotted horizontally and vertically), as well as such other materials and information as may be required by the Committee. The Committee shall exercise its reasonable judgment to the end that all renovations, remodels, additions and changes subject to regulation of this Community Declaration shall comply with the requirements of this Community Declaration and any Renovation and Remodeling Criteria adopted as provided for in this Community Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Decisions of the Committee shall be conclusive and binding on all interested parties, subject to the right of an Owner to appeal to the Board, as provided for in this Community Declaration. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of Improvements on nearby Units, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Community Declaration. Any denial shall be in writing and shall reasonably set forth the basis for the denial.

Section 9.4 Establishment of the Committee. The Committee shall consist of five (5) members appointed, and subject to removal, by the Board.

Section 9.5 Renovation and Remodeling Criteria. The Board may adopt Renovation and Remodeling Criteria from time to time, which Renovation and Remodeling Criteria shall be deemed included in or with any Rules and Regulations adopted by the Community Association.

Section 9.6 Reply and Communication. The Committee shall reply in writing to all submittals of plans made in accordance with this Article in writing within forty-five (45) days after receipt. All communications and submittals shall be addressed to the Committee at such address as the chairman of the Committee may designate.

Section 9.7 Variances. The Committee may grant reasonable variances or adjustments from the Renovation and Remodeling Criteria or from any conditions and restrictions imposed by this Article in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the Renovation and Remodeling Criteria or such other conditions and restrictions. Such variances or adjustments shall be granted only when the granting thereof shall not

be materially detrimental or injurious to the other Units or Common Elements, nor deviate substantially from the general intent and purpose of the Renovation and Remodeling Criteria or Community Declaration.

Section 9.8 Appeal Rights of Owners. In the event that any application of an Owner is disapproved by the Committee, the applicant may have the right of appeal to the Board of the Community Association. In considering the appeal, the Board shall only overturn the Committee decision if the Board determines that the Committee abused its discretion or acted in an arbitrary or capricious manner.

Section 9.9 No Deemed Waivers. The approval or consent of the Committee, or appointed representative thereof, to any application for design approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 9.10 Liability. The Committee and the members thereof, as well as any representative of the Committee designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants.

Section 9.11 Records. The Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records shall be open and available for inspection by any interested party during reasonable business hours.

Section 9.12 Enforcement of this Article. Enforcement of the terms and provisions of this Article, as amended, may only be obtained by the Community Association, by a proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Community Association shall have the right, but not the obligation to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Community Association shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Community Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 10
DEVELOPMENT RIGHTS

Section 10.1 Development Rights and Special Declarant Rights. The Declarant reserves, for forty (40) years after the recording of this Community Declaration, the following Development Rights and Special Declarant Rights:

(a) The right to subject all or any portion of the Project Area to all or any portion of this Community Declaration;

(b) The right to add Units and designate uses, designate Delegate Districts or re-designate Delegate Districts;

(c) The right to subject portions of the Real Property owned by the Declarant to additional or different covenants, conditions, terms and restrictions, as Declarant may determine;

(d) The right to relocate boundaries between adjoining Units owned by Declarant, enlarge Units owned by Declarant, enlarge or reduce the Common Elements, enlarge or reduce or diminish the size of Units owned by Declarant, reduce or diminish the size of areas of the Common Elements, subdivide Units or complete or make improvements on Units owned by Declarant, as the same may be indicated on maps or plats filed of record or filed with the Community Declaration;

(e) The right, but not the obligation, to construct additional Improvements on Common Elements, at any time from time to time in accordance with this Community Declaration for the improvement and enhancement of the Common Elements and for the benefit of the Community Association and the Owners;

(f) The right to designate portions of the Real Property (owned by the Declarant, or with the consent of the Owner), as being subject to the Affordable Housing Plan and further to record Affordable Housing Restrictions against such property;

(g) The right to designate, create or construct additional Units, Common Elements and Limited Common Elements, and to convert Units into Common Elements;

(h) The right to merge or consolidate the Community Association with any owner association within the Community, with SDC Design, Inc. (for the purposes of carrying on the functions of SDC Design, Inc.), and/or with the Community Investment Fund (for purposes of carrying on the functions allowed that entity under this Community Declaration);

(i) The right to amend the use restrictions included in this Community Declaration, together with the right to add new use restrictions;

(j) The right to exercise any development rights reserved or allowed in the Act;

(k) The right to appoint or remove any officer of the Community Association or any Director during the Declarant control period (as allowed by the Act);

(l) The right to withdraw Units owned by Declarant, or by a Builder (at the request of Declarant from such Builder), from the Community and the terms of this Community Declaration, except for Units within or a part of a building, once a Unit in that building has been conveyed, and as allowed and within applicable parameters of the Act. Such withdrawal may be accomplished by the execution, acknowledgment and recordation of a notice of withdrawal. The notice of withdrawal (i) shall be executed and acknowledged by the Owner or Owners of the property to be withdrawn; (ii) shall, if not then owned by Declarant, contain the executed and acknowledged written consent of Declarant for so long as Declarant owns any property in the Project Area and has the power to annex additional

property to the Community; (iii) shall contain an adequate legal description of the property to be withdrawn; (iv) shall contain a reference to the Supplemental Declaration for the portion of the Real Property to be withdrawn, which reference shall state the date thereof and the date of recordation thereof; and (v) shall contain a statement and declaration that the property sought to be withdrawn is withdrawn from the Community and from the effect of this Community Declaration;

(m) The right to amend the Community Declaration, maps or plats in connection with the exercise of any development right;

(n) The right to make amendments to the Community Declaration, Bylaws or Articles of Incorporation to meet or comply with any requirement of FHA or VA;

(o) The right, for itself and for the Builders, to maintain signs, sales offices, mobile offices, temporary buildings, parking lots, management offices and models in Units of the Declarant or of a Builder or on the Common Elements;

(p) The right, for itself and for the Builders, to maintain signs and advertising on the Community to advertise the Community or other communities developed or managed by, or affiliated with the Declarant;

(q) The right to establish, from time to time, by dedication or otherwise, public streets and utility and other easements for purposes including but not limited to public access, access, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions;

(r) Declarant expressly reserves the right to itself, and to Builder's, to perform warranty work, repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until completion. All work may be performed without the consent or approval of any Owner or holder of a security interest. Declarant expressly reserves such easement through the Real Property as may be reasonably necessary for exercising reserved rights in this Community Declaration;

(s) The right to exercise any additional reserved right created by any other provision of this Community Declaration;

(t) Any rights created or reserved under this Article or the Act for the benefit of Declarant, for the express benefit of a Builder, may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of the appropriate county. Such instrument shall be executed by the transferor and the transferee. Except as otherwise provided by the Act, the rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Community Association, any Owners or any holders of a security interest;

(u) The consent of Owners or holders of security interests shall not be required for exercise of any reserved rights and Declarant or its assignees may proceed without limitation at its sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. Declarant or its assignees shall not be obligated to exercise any reserved rights or to expand the Community beyond the number of Units initially submitted;

(v) Recording of amendments to the Community Declaration and the map or plat pursuant to reserved rights in this Community Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically: (i) vest in each existing Owner the reallocated Allocated Interests appurtenant to their Unit; and (ii) vest in each existing security interest a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Unit. Further, upon the recording of an amendment to the Community Declaration, the definitions used in this Community Declaration shall automatically be extended to encompass and to refer to the Community as expanded and to any additional Improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Community Declaration plat or map. Reference to the Community Declaration plat or map in any instrument shall be deemed to include all Amendments to the Community Declaration, plat and map without specific reference thereto;

(w) The rights reserved to Declarant, for itself, and for Builders, their successors and assigns, shall expire as set forth above, unless (i) reinstated or extended by the Community Association, subject to whatever terms, conditions, and limitations the Board may impose on the subsequent exercise of the expansion rights by Declarant, (ii) extended as allowed by law, or (iii) terminated by written instrument executed by the Declarant, recorded in the real property records of the appropriate county; and

(x) Additions of Units to the Community may be made by persons other than the Declarant, or its successors and assigns or Owners, upon approval of the Community Association pursuant to a majority vote of the Board. Such approval shall be evidenced by a certified copy of such resolution of approval and a supplement or amendment to this Community Declaration, recorded in the real property records of the appropriate county.

Section 10.2 Development of the Community — Supplemental Declarations. Before or after portions of the Real Property are conveyed by Declarant or a Builder to Owners other than Declarant or a Builder, a Supplemental Declaration for such portions may be recorded which may supplement the covenants, conditions and restrictions contained in this Community Declaration, as provided for above. Upon recordation of a Supplemental Declaration, the property covered thereby shall be subject to all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Community Declaration, except to the extent specifically stated in the Supplemental Declaration.

Supplemental Declarations must meet or include the following criteria:

(a) The Supplemental Declaration must be executed and acknowledged by Declarant, by a Builder or by the owner or owners of that portion of the Real Property covered by the Supplemental Declaration;

(b) If the property described in the Supplemental Declaration is not then owned by Declarant and provided that the Period of Declarant Control has not expired, the Supplemental Declaration must contain the executed and acknowledged written consent of Declarant;

(c) The Supplemental Declaration must include a reference to this Community Declaration, which reference shall state the date of recordation and the book and page numbers or reception number for this Community Declaration;

(d) The Supplemental Declaration must contain an adequate legal description of the property subject thereto;

(e) A statement that this Community Declaration shall apply to the added land as set forth therein;

(f) Initial use designations, if any, of the Units;

(g) Designation of any Local or Limited Common Elements, with allocated use rights and Neighborhood Service Assessments, if applicable;

(h) A designation of the Delegate District in which the added land is located or re-designation of any other Delegate Districts; and

(i) If desired by the party executing the Supplemental Declaration, written approval of the VA or HUD, as determined and obtained by that party, for only the portion of the Real Property subject or to be subject to that party's Supplemental Declaration, but only to the extent VA or HUD regulations require such approval. No consent of the Community Association, the Board, other Owners or any other person shall be required.

A deed by which Declarant conveys a parcel of property to another person may constitute a Supplemental Declaration if it meets the foregoing requirements.

Supplemental Declarations may impose, on the portion of the Real Property affected thereby, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions in addition to those set forth in this Community Declaration, taking into account the unique and particular aspects of the proposed development of the property covered thereby. Except where the Act does not require the creation of a Neighborhood Association, a Supplemental Declaration shall create a Common Interest Community pursuant to the Act; and, if so, shall provide for a Neighborhood Association within the property described in the Supplemental Declaration and for the right of the Neighborhood Association to assess such Owners.

Section 10.3 Designating Property as Subject to the Affordable Housing Plan.

(a) In furtherance of the implementation of the Affordable Housing Plan, Declarant reserves the right to subject portions of the Project Area to Affordable Housing Restrictions by recording, or causing to be recorded, such restrictions against such property prior to the conveyance of the property to an Owner or Builder. No property within the Project Area shall be specifically encumbered by the Affordable Housing Plan except to the extent set forth in a recorded Affordable Housing Restriction.

(b) Declarant further reserves the right to prepare and record, or cause to be prepared and recorded, temporary and permanent Affordable Housing Restrictions against a Unit prior to the transfer of that property, or any portion thereof or any Unit thereon, to an Owner, other than a Builder.

Section 10.4 No Annexation Required; Contraction of Project Area; Withdrawal of Annexed Property. Notwithstanding any other provision of this Community Declaration to the contrary, nothing in this Community Declaration shall be construed to obligate the Project Area, or any portion thereof, to be made subject to this Community Declaration. Declarant expressly reserves the right, in its sole discretion, to determine not to make the Project Area, or any portion thereof, subject to this Community Declaration. Further, as provided in this Community Declaration, Declarant also has certain withdrawal rights.

Section 10.5 Declarant's Rights to Complete Development of Project Area. No provision of this Community 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 the Project Area and to construct or alter Improvements on any property owned by Declarant within the Project Area.

ARTICLE 11
GENERAL PROVISIONS

Section 11.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents, and each Owner shall have the right to enforce applicable covenants in this Community Declaration.

(b) The Association, acting through the Board, may enforce all applicable provisions of this Community Declaration and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

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

(ii) suspending the right to vote;

(iii) suspending any person's right to use any recreational facilities; provided, however, nothing herein shall authorize the Board to limit ingress or egress from a Unit;

(iv) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an owner, at its expense, to remove any structure or Improvement on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Article entitled "Residential Renovation and Remodeling Design Review" and the Renovation and Remodeling Criteria from continuing or performing any further activities in the Community; and

(viii) levying specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents.

(c) In addition, the Association, acting through the Board, may take the following enforcement procedures to ensure compliance with the Governing Documents:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of any parking rules and regulations); or

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

(d) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Community Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Community Association against the Unit and the Owner as an Assessment. If a Neighborhood Association fails to perform its maintenance responsibilities, the Community Association may perform such maintenance and assess the costs against all Units within such Neighborhood Association. The Community Association shall provide the Owner or Neighborhood Association reasonable notice and an opportunity to cure the problem prior

to taking such enforcement action.

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

(f) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Community Association's resources; or

(iv) that it is not in the Community Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Community Association's right to enforce such provisions at a later time under other circumstances or preclude the Community Association from enforcing any other covenant, restriction or rule.

Section 11.2 Joint Right to Enforce Junior or Subordinate Covenants. The Community Association, after first giving written notice to any governing Neighborhood Association or applicable or appropriate committee, if any, shall have the right to enforce, by any proceeding at law or in equity, all subordinate or junior restrictions, conditions, covenants, reservations, rules, regulations and architectural guidelines, now or hereafter imposed by the provisions of any subordinate or junior covenants, protective covenants, declaration, rules, regulations or guidelines on all or any portion of a Unit in this Community (including covenants for the payment of Assessments established in such subordinate or junior declaration if expressly permitted or delegated), except for Affordable Housing Restrictions. Further, the Community Association shall be entitled to enjoin any violation thereof, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such condition, covenant, restriction, reservation, rule, regulation or guideline shall give to the Community Association the right to enter upon the portion of the Unit wherein said violation or breach exists and to summarily abate and remove, at the expense of the violator, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the applicable provisions of such subordinate or junior governing documents. No such entry by the Community Association or its agents shall be deemed a trespass, and the Community Association and its agents shall not be subject to liability for such

entry and any action taken to remedy or remove such a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation on the violator. Further, the Community Association shall have the right, power and authority to establish and enforce penalties or monetary charges for violations of any subordinate or junior declaration, rules, regulations and architectural guidelines, and such penalties and/or monetary fines shall be a binding personal obligation of any violators. In any legal or equitable proceeding for the enforcement of such provisions, whether an action for damage, declaratory relief or injunctive relief, or any other action, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees. The prevailing party shall be entitled to said attorneys' fees even though said proceeding may be settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and are nonexclusive. Failure by the Community Association to enforce any covenant or restriction contained in any subordinate or junior governing documents shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.3 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Community 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 Community Declaration.

Section 11.4 Remedies Cumulative. Each remedy provided under this Community Declaration is cumulative and nonexclusive.

Section 11.5 Severability. Each of the provisions of this Community Declaration shall be deemed independent and severable. If any provision of this Community Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Community Declaration which can be given effect without the invalid provisions or applications.

Section 11.6 Term of Community Declaration. The covenants and restrictions of this Community Declaration shall run with and bind the land in perpetuity.

Section 11.7 Amendment of Community Declaration, Map or Plat by Declarant. Until the first Unit has been conveyed by a Builder or by Declarant to a Unit Owner other than the Declarant or a Builder, by deed recorded in the real property records of the appropriate county, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Community Declaration, the Exhibits of this Community Declaration, or the map or the plat may be amended by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment. Thereafter, if Declarant shall determine that any amendments shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement or for any changes to property not yet part of the Community, then, subject to the following sentence of this Section, Declarant shall have the right and power to make and execute any such amendments without obtaining the approval of any Owners. Each such amendment of this Community Declaration shall be made, if at all, by Declarant prior to the expiration of forty (40) years from the date this Community Declaration is recorded. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to

Declarant to make or consent to an amendment under this section on behalf of each Owner and holder of a security interest. Each deed, security interest, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record an amendment under this Section.

Section 11.8 Amendment of Community Declaration by Owners. Except as otherwise expressly provided in this Community Declaration, and subject to provisions elsewhere contained in this Community Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Community Declaration may be amended, repealed, added to, and/or changed by the addition of new or different covenants, conditions or restrictions at any time and from time to time upon approval of:

(a) at least fifty-one percent (51%) of the votes directly from the Residential Units; and

(b) at least fifty-one percent (51%) of the votes directly from the Commercial Units; and

(c) at least fifty-one percent (51%) of the votes directly from any other class of Unit, as such classes may subsequently be established by Declarant, and

(d) with the written consent of the Community Association.

The Delegates shall not be empowered to vote on any such amendment, as the right to amend is exclusively reserved to the Owners, as above provided. An amendment or repeal shall be effective upon the recordation in the real property records of all counties of which the Community is a part, which may include the City and the County of Adams, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Community Association.

Section 11.9 Amendment Required by Mortgage Agencies. Prior to forty (40) years after recording of this Community Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Community Declaration which FHA, VA, FHLMC, GNMA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed shall be amended or repealed by Declarant or the Community Association. Any such amendment or repeal shall be effective upon the recordation in the real property records of all counties of which the Community is a part, which may include the City and the County of Adams, of a certificate, setting forth the amendment or repeal in full.

Section 11.10 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Community Declaration to the contrary, any proposed amendment or repeal of any provision of this Community Declaration reserving development rights or for the benefit of the Declarant, or the assignees, shall not be effective unless Declarant, and its assignees, if any, have given written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or its assignees of any certificate of amendment or repeal. The foregoing

requirement for consent to any amendment or repeal shall terminate upon the expiration of the Period of Declarant Control.

Section 11.11 Validity of Amendments. As provided by the Act, any action to challenge the validity of an amendment of this Community Declaration must be brought within one year after the amendment is recorded in the real property records of all counties of which the Community is a part, which may include the County of Adams.

Section 11.12 Interpretation. The provisions of this Community Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Community Declaration. This Community Declaration shall be construed and governed under the laws of the State of Colorado.

Section 11.13 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Community, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

Section 11.14 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

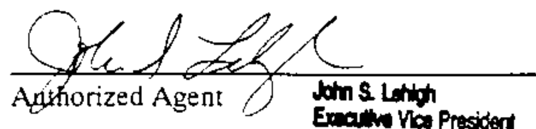
Section 11.15 Captions. All captions and titles used in this Community Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 11.16 Liberal Interpretation. The provisions of this Community Declaration shall be liberally construed as a whole to effectuate the purposes of this Community Declaration.

Section 11.17 Governing Law. This Community Declaration shall be construed and governed under the laws of the State of Colorado.

IN WITNESS WHEREOF, the Declarant has caused this Community Declaration to be executed by its duly authorized agent this 9TH day of May, 2002.

FOREST CITY STAPLETON, INC.,
a Colorado corporation

By: 
Authorized Agent

John S. Lehigh
Executive Vice President

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May 9, 2002

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Community Declaration was acknowledged before me this 9th day of May, 2002, by John S. Lehigh, as Authorized Agent of Forest City Stapleton, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires 10/9/2005.

Martha A. Gutierrez
Notary Public

EXHIBIT A

PROPERTY WHICH ONCE OWNED BY DECLARANT MAY BE ADDED TO THE COMMUNITY DECLARATION

[See the attached]

LEGEND

Open Space
Civic
Residential
Transit-Oriented Mixed-Use
Town Center / Mixed-Use
Regional Retail / Commercial
Office / R & D

Rail Connection

PRELIMINARY CONCEPT PLAN
Overall Land Use

STAPLETON REDEVELOPMENT PLAN
Denver, Colorado

March 28, 2001

Calthorpe Associates
Berkeley, California

EXHIBIT B

INITIAL REAL PROPERTY

1. Legal description: See the attached.
2. Delegate District Designation: Delegate District 1.
3. The above Real Property is also subject to the following documents of record:

   a. Deed recorded May 7, 2001 under Reception No. 2001070230;
   b. Deed recorded May 7, 2001 under Reception No. 2001070231;
   c. Deed recorded May 7, 2001 under Reception No. 2001070232;
   d. Deed recorded May 7, 2001 under Reception No. 2001070232;
   e. Deed recorded May 7, 2001 under Reception No. 2001070234;
   f. Deed recorded May 7, 2001 under Reception No. 2001070236;
   g. Deed recorded May 7, 2001 under Reception No. 2001070235 and under Reception No. 2001070243;
   h. Agreement recorded May 7, 2001 at Reception No. 2001070248; Assignment and Assumption recorded May 7, 2001 under Reception No. 2001070251;
   i. Ordinance No. 15, Series 1999, recorded January 8, 1999 under Reception No. 9900004128 as amended by Ordinance 928, Series 1999, recorded December 17, 1999 under Reception No. 9900212774; Ordinance No. 930 recorded December 17, 1999 under Reception No. 9900212776;
   j. Waivers of Certain Rights recorded December 28, 1999 under Reception No. 9900217172;
   k. Ordinance No. 12, Series 1999, recorded January 8, 1999 under Reception No. 9900004126;
   l. Ordinance No. 16, Series 1999, recorded January 8, 1999 under Reception No. 9900004129;
   m. Plat of Stapleton Filing No. 2 recorded March 26, 2001 under Reception No. 2001043011;
   n. Other documents and written instruments of record.

EXHIBIT A

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTH ONE-HALF OF SECTION 28 AND THE NORTH ONE-HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE N89°33'31"E, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 155.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET, AS ESTABLISHED BY ORDINANCE NO. 301, SERIES OF 2000 RECORDED AT RECEPTION NUMBER 2000056171 ON APRIL 21, 2000 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, BEING THE POINT OF BEGINNING;

NOTE: FOR PURPOSES OF THIS LEGAL DESCRIPTION, ALL TRACTS AND PROPOSED STREETS MENTIONED ARE PER THE PLAT OF STAPLETON FILING NO. 2 AS RECORDED IN BOOK 33 AT PAGES 47-57 AT RECEPTION NO. 2001043011 ON MARCH 26, 2001, CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE.

1. THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET THE FOLLOWING TWO (2) COURSES:

1a. THENCE N00°37'30"W, A DISTANCE OF 1707.04 FEET;

1b. THENCE N20°41'44"E, A DISTANCE OF 3.54 FEET TO A POINT ON THE NORTH LINE OF TRACT AM, BEING ALSO KNOWN AS PROPOSED 29TH DRIVE;

2. THENCE S90°00'00"E, ALONG SAID NORTH LINE, A DISTANCE OF 1062.46 FEET TO THE WEST LINE OF TRACT AT, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

3. THENCE N00°00'00"E, ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 281.20 FEET TO A POINT ON THE NORTH LINE OF TRACT AP, BEING ALSO KNOWN AS MARTIN LUTHER KING SOUTH BOULEVARD;

4. THENCE S86°29'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 71.13 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT AS, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

5. THENCE N00°00'00"E, ALONG THE SAID EAST LINE, A DISTANCE OF 25.00 FEET;

6. THENCE S90°00'00"E, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT AP, A DISTANCE OF 746.94 FEET TO A POINT 25.00 FEET EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF TRACT BD, BEING ALSO KNOWN AS PROPOSED TAMARAC STREET;

7. THENCE S00°00'00"W, ALONG A LINE 25.00 FEET EASTERLY OF AND PARALLEL WITH SAID EAST LINE, A DISTANCE OF 702.97 FEET TO A POINT 25.00 FEET NORTH OF THE NORTH LINE OF TRACT AH, BEING ALSO KNOWN AS PROPOSED 29TH AVENUE;

8. THENCE S90°00'00"E, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 2530.07 FEET TO A POINT 25.00 FEET EAST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT AH;

9. THENCE S00°00'00"W, ALONG A LINE 25.00 FEET EAST OF AND PARALLEL WITH THE EAST LINES OF SAID TRACT AH AND TRACTS CD, BX, AND CE, BEING ALSO KNOWN AS PROPOSED XANTHIA STREET, A DISTANCE OF 1329.01 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT CE;

10. THENCE N90°00'00"W, ALONG THE SOUTH LINES OF SAID TRACT CE, TRACT BZ AND ITS WESTERLY EXTENSION AND TRACT BS, BEING ALSO KNOWN AS PROPOSED 26TH AVENUE, A DISTANCE OF 1287.07 FEET TO A POINT OF CURVE ON THE SOUTH LINE OF SAID TRACT BS;

11. THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1083.00 FEET, A CENTRAL ANGLE OF 16°11'18", AN ARC LENGTH OF 305.99 FEET, A CHORD BEARING S81°54'21"W AND A CHORD DISTANCE OF 304.97 FEET TO A POINT ON THE WEST LINE OF TRACT BR, BEING ALSO KNOWN AS PROPOSED UINTA STREET;

12. THENCE N00°00'00"E, ALONG SAID WEST LINE, A DISTANCE OF 621.51 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTH LINE OF TRACT AF, BEING ALSO KNOWN AS PROPOSED 28th AVENUE;

13. THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES:

13a. THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 2°01'18", AN ARC LENGTH OF 45.16 FEET, A CHORD BEARING N73°39'18"W AND A CHORD DISTANCE OF 45.16 FEET TO A POINT OF REVERSE CURVE;

13b. THENCE ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1336.45 FEET, A CENTRAL ANGLE OF 26°14'40", AN ARC LENGTH OF 612.16 FEET, A CHORD BEARING N85°45'59"W AND A CHORD DISTANCE OF 606.82 FEET TO A POINT ON THE EAST LINE OF TRACT BQ, BEING ALSO KNOWN AS PROPOSED TAMARAC STREET;

14. THENCE S00°00'00"W, ALONG SAID EAST LINE, A DISTANCE OF 583.08 FEET TO A POINT ON THE NORTH LINE OF TRACT AD, BEING ALSO KNOWN AS PROPOSED 26th AVENUE;

15. THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

15a. THENCE S90°00'00"E, A DISTANCE OF 144.04 FEET TO A POINT OF CURVE;

15b. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 56°42'40", AN ARC LENGTH OF 158.37 FEET, A CHORD BEARING S61°38'40"E AND A CHORD DISTANCE OF 151.98 FEET;

15c. THENCE S33°17'20"E, A DISTANCE OF 175.66 FEET TO A POINT OF NON-TANGENT CURVE ON THE SOUTH LINE OF SAID TRACT AD;

16. THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TRACT AX, BEING ALSO KNOWN AS PROPOSED 24TH AVENUE THE FOLLOWING THREE (3) COURSES:

16a. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1083.00 FEET, A CENTRAL ANGLE OF 17°23'12", AN ARC LENGTH OF 328.64 FEET, A CHORD BEARING S49°09'41"W AND A CHORD DISTANCE OF 327.38 FEET TO A POINT OF REVERSE CURVE;

16b. THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 967.00 FEET, A CENTRAL ANGLE OF 49°31'55", AN ARC LENGTH OF 835.97 FEET, A CHORD BEARING S65°14'03"W AND A CHORD DISTANCE OF 810.18 FEET;

16c. THENCE N90°00'00"W, A DISTANCE OF 410.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SYRACUSE STREET AS PLATTED IN MILWAUKEE HEIGHTS, RECORDED IN BOOK 13 AT PAGE 20 ON DECEMBER 1, 1894 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE;

17. THENCE N00°09'09"W, ALONG SAID RIGHT OF WAY LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 712.50 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT AD;

18. THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT AD THE FOLLOWING FOUR (4) COURSES:

18a. THENCE N90°00'00"W, A DISTANCE OF 18.15 FEET TO THE NORTHEAST CORNER OF TRACT AB, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

18b. THENCE S87°34'50"W, ALONG THE NORTH LINE OF SAID TRACT AB, A DISTANCE OF 71.06 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

18c. THENCE N90°00'00"W, A DISTANCE OF 1044.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET;

18d. THENCE N00°11'50"W, ALONG SAID RIGHT OF WAY LINE OF QUEBEC STREET, A DISTANCE OF 29.86 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING TRACTS, AS SHOWN IN NOTES 11, 12 AND 16 ON SAID PLAT OF STAPLETON FILING NO. 2:

TRACTS B, E, G, H, J, K, L, M, N, P, Q, R, S, T, X, BB, CC, DD, EE, FF, GG, HH, MM, WW, AND YY, AND TRACTS AD, AE, AF, AG, AH, AJ, AK, AL, AM, AT, AU, AV, AW, AX, AZ, BA, BC, BD, BE, BF, BG, BH, BJ, BK, BL, BM, BN, BP, BQ, BR, BS, BT, BU, BV, BW (FUTURE 28th DRIVE), BW (FUTURE WABASH ST.), BX, BY, BZ, CA, CB, CD AND CE, AND TRACTS NN, PP, QQ, RR, SS, AND UU, AND A PART OF TRACTS AP, AX AND AY LYING WITHIN THE ABOVE DESCRIBED PARCEL.

SAID PARCEL CONTAINS 4,318,270 SQUARE FEET OR 99.1338 ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THE ABOVE LEGAL DESCRIPTION IS THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, T.3S., R.67W., 6th P.M. BEING MONUMENTED ON THE SOUTH END BY A 1.5" STEEL PIN WITH DOMED TOP AND CENTER PUNCH, WITH ATTACHED 2" ALLOY CAP STAMPED "KELLY SURVEYING, LS 25951", IN MONUMENT BOX AND ON THE NORTH END BY AN ORIGINAL STONE IN MONUMENT BOX, WHICH BEARS N0°34'45"W, A DISTANCE OF 2659.64 FEET.

PREPARED FOR AND ON BEHALF OF
KELLY SURVEYING ASSOCIATES, INC.
7330 S. ALTON WAY, BUILDING 12, SUITE
ENGLEWOOD, COLORADO 80112
(303)792-5257

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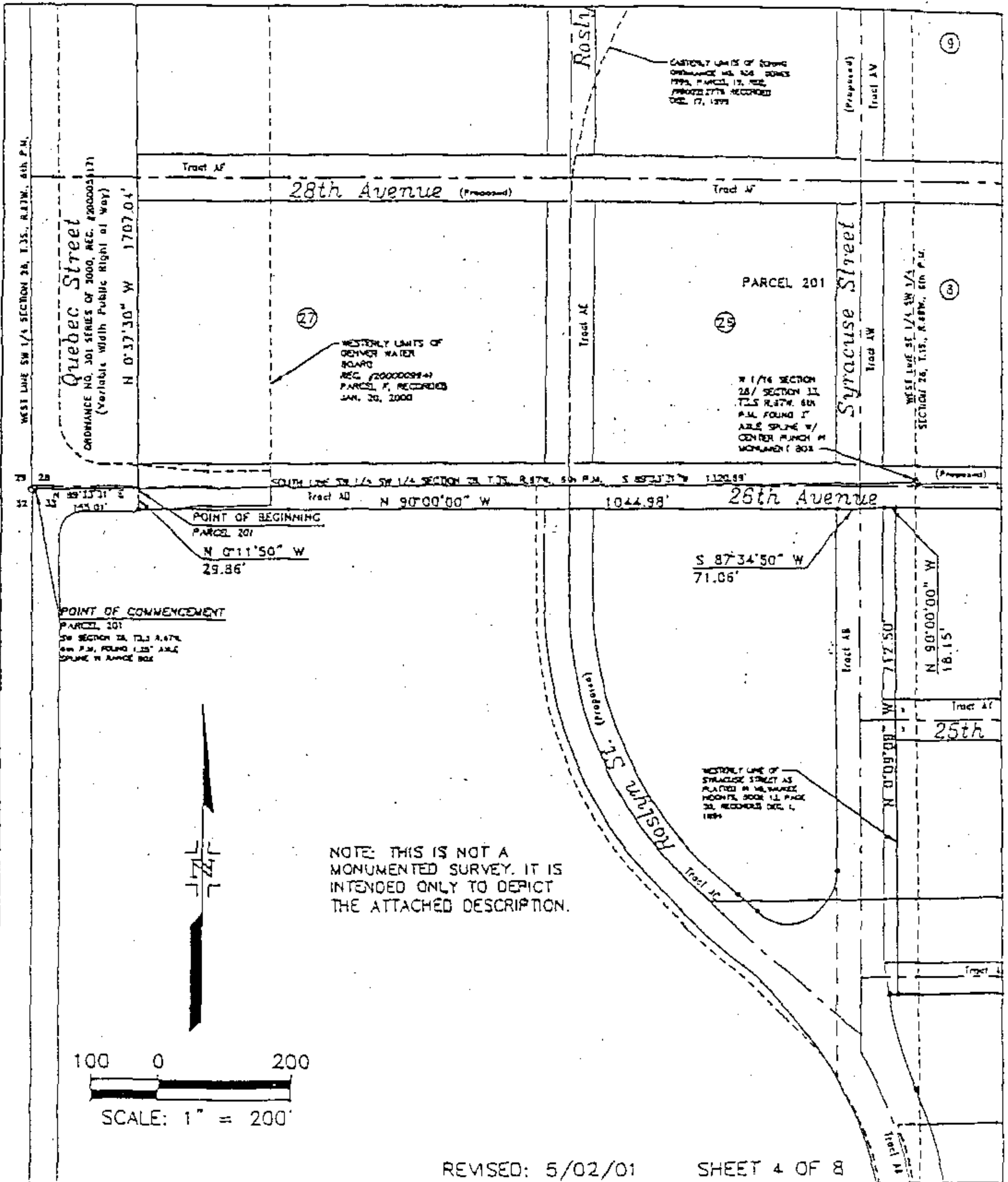


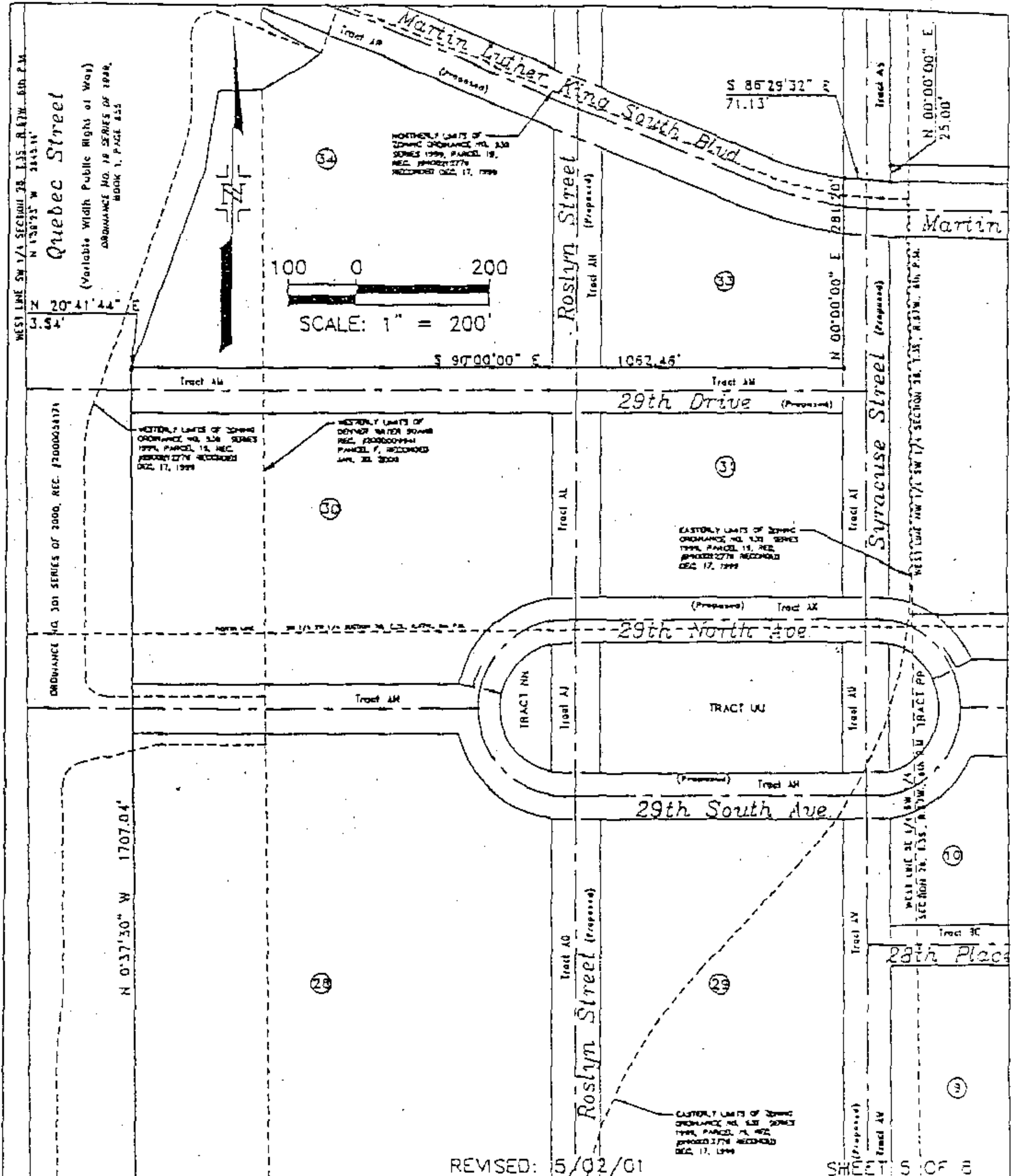
REVISED: 5/02/01 SHEET 4 OF 8

EXHIBIT 'A'

KELLY SURVEYING ASSOCIATES, INC.

DATE: 4/25/01 | DRAWING NAME:

7330 S. ALTON WAY, BUILDING 12, SUITE H
ENGLEWOOD, COLORADO 80112



REVISED: 5/02/01

SHEET 5 OF 8

EXHIBIT 'A'

KELLY SURVEYING ASSOCIATES, INC.

DATE: 4/23/01

DRAWING NAME:

7330 S. ALTON WAY, BUILDING 12, SUITE H
ENGLEWOOD, COLORADO 80112

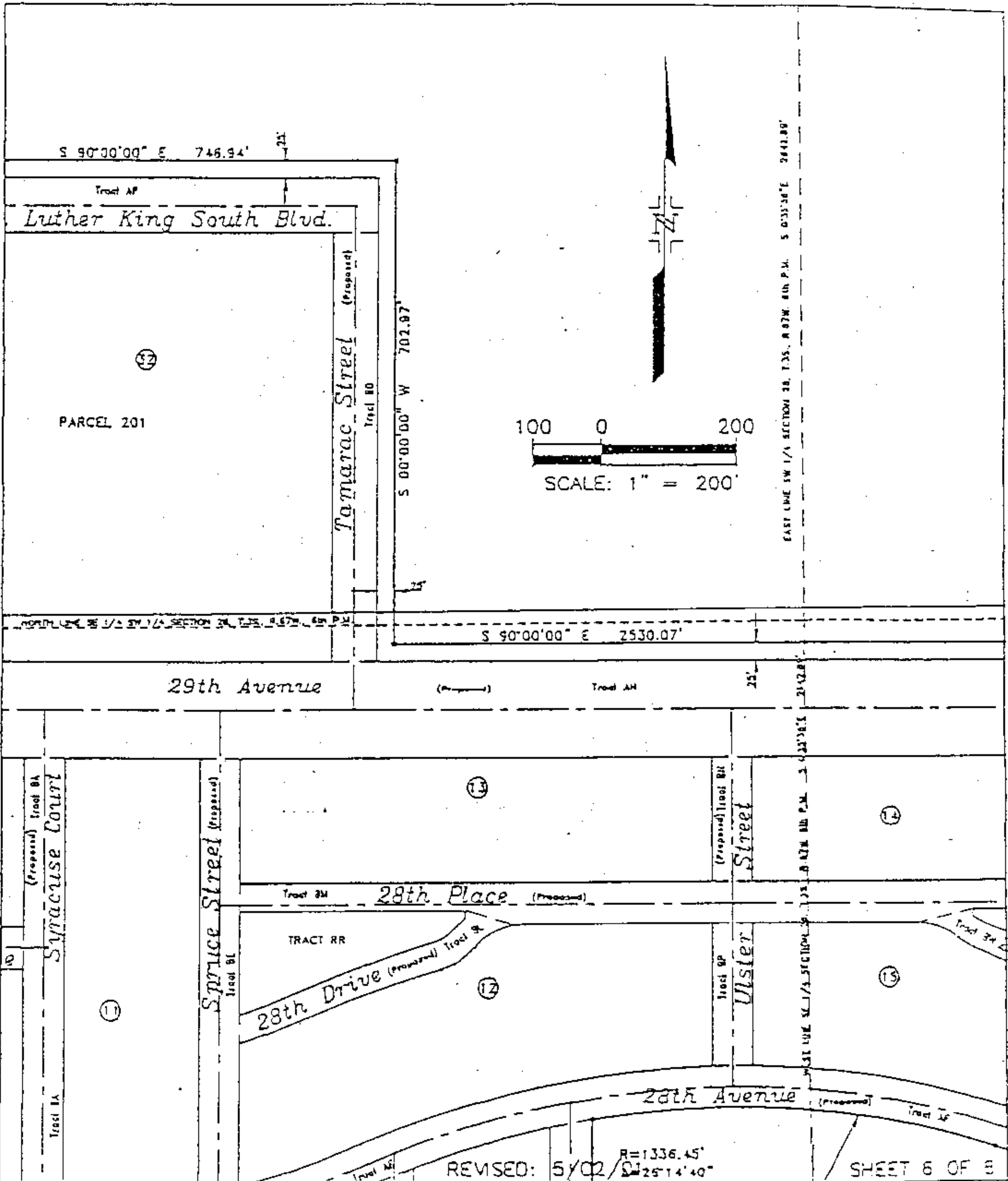


EXHIBIT 'A'

KELLY SURVEYING ASSOCIATES, INC.

DATE: 4/25/01 | DRAWING NAME:

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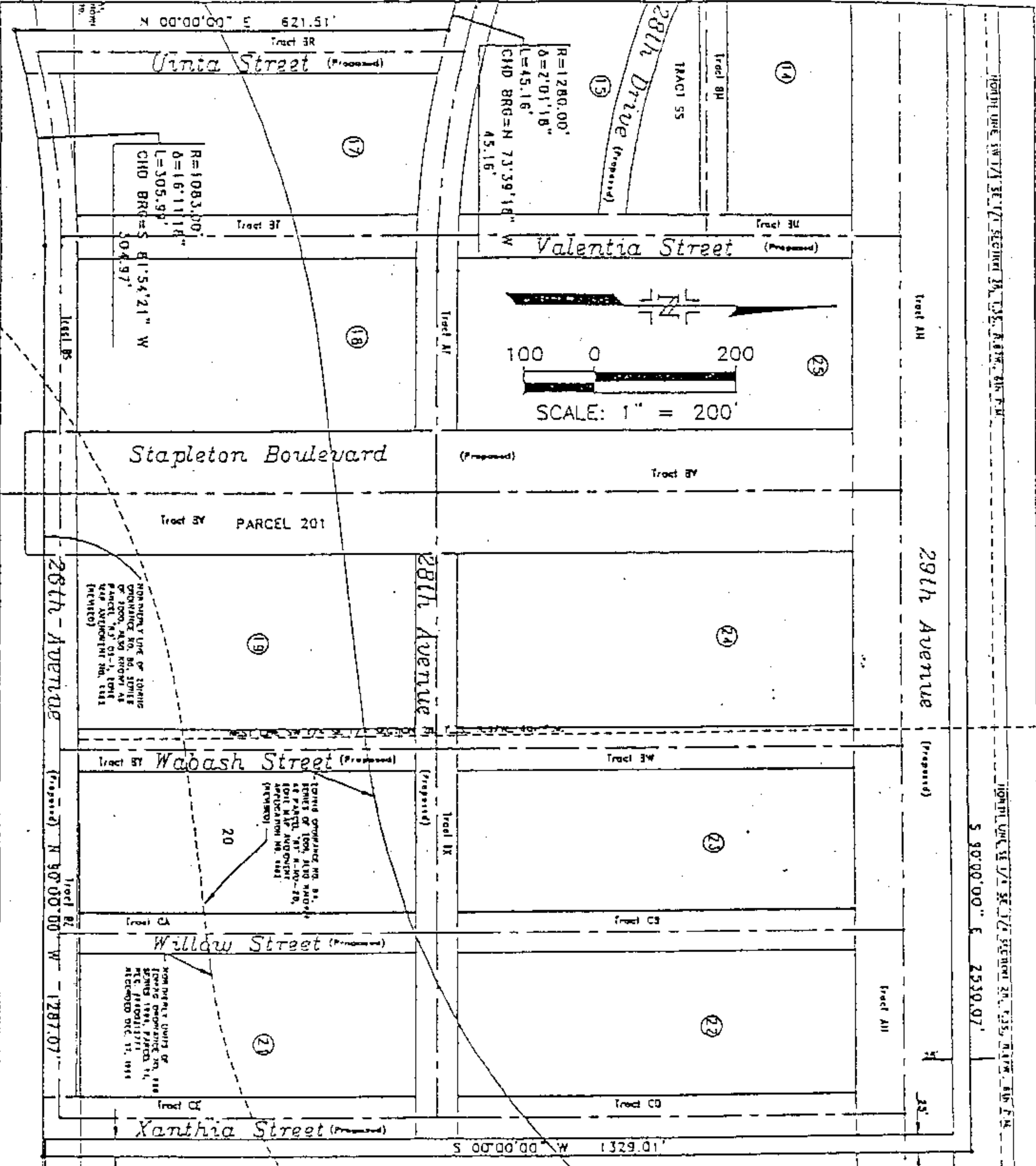
ENGLEWOOD, COLORADO 80112



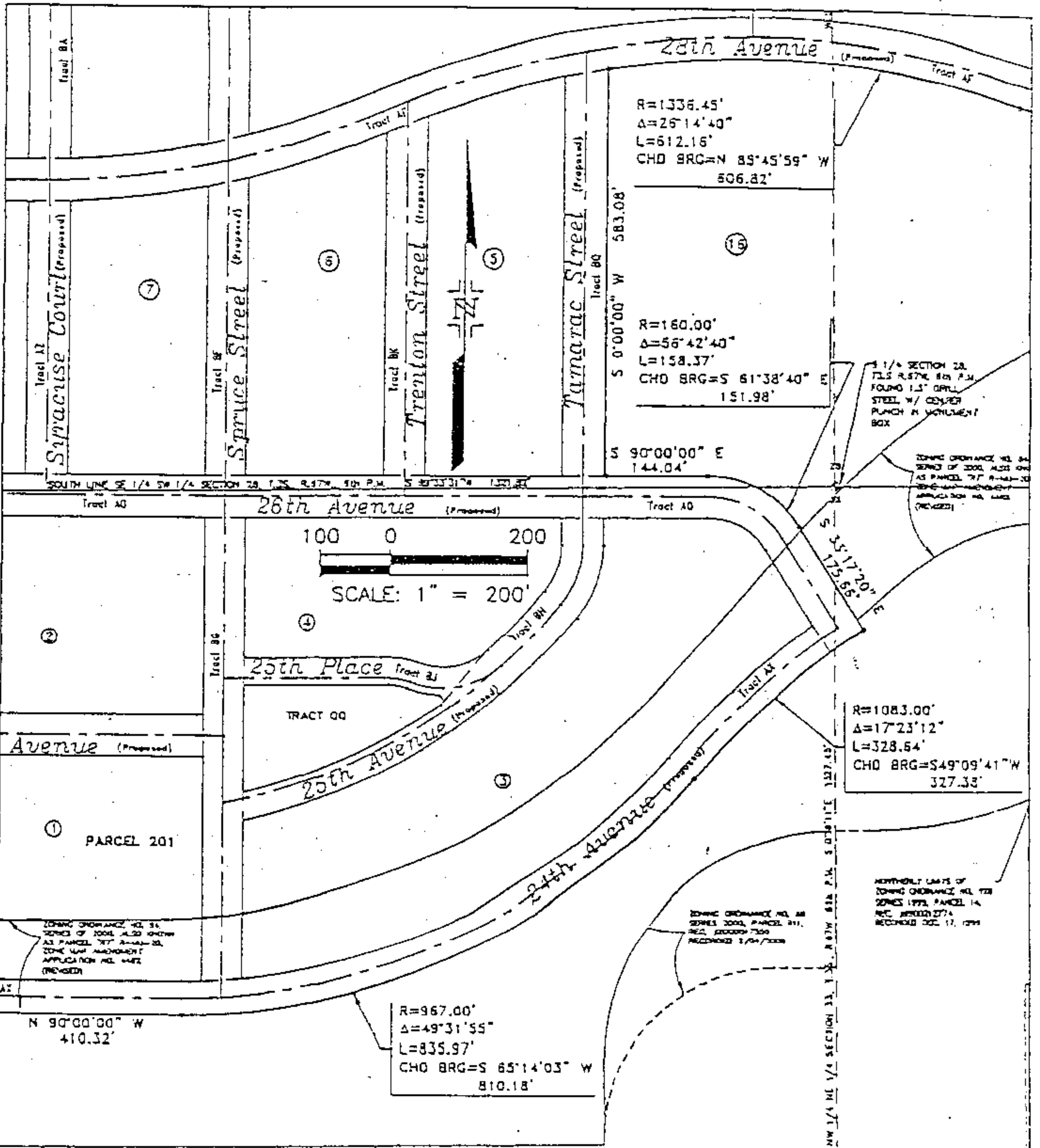
REVISED: 5/02/01 SHEET 7 OF 8

EXHIBIT 'A'

KELLY SURVEYING ASSOCIATES, INC.

7320 S. ALTON WAY, BUILDING 12, SUITE H
ENGLEWOOD, COLORADO 80112

DATE: 4/25/01 DRAWING NAME:



REVISED: 5/02/01

SHEET 8 OF 8

EXHIBIT 'A'

KELLY SURVEYING ASSOCIATES, INC.

7330 S. ALTON WAY, BUILDING 12, SUITE H
ENGLEWOOD, COLORADO 80112

DATE: 4/25/01
JOB NO.: 15730
DRAWING NAME:

EXHIBIT A

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE N89°33'31"E, ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 155.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF QUEBEC STREET, AS ESTABLISHED BY ORDINANCE NO. 301, SERIES OF 2000 RECORDED AT RECEPTION NUMBER 2000056171 ON APRIL 21, 2000 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE; THENCE S00°11'50"E, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 29.86 FEET TO THE MOST WEST SOUTHWESTERLY CORNER OF THE PLAT OF STAPLETON FILING NO. 2; THENCE S90°00'00"E, ALONG THE SOUTH LINE OF TRACT AD, BEING ALSO KNOWN AS PROPOSED 26th AVENUE AS SHOWN ON SAID PLAT, A DISTANCE OF 610.34 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF TRACT AC, BEING ALSO KNOWN AS PROPOSED ROSLYN STREET;

NOTE: FOR PURPOSES OF THIS LEGAL DESCRIPTION, ALL TRACTS AND PROPOSED STREETS MENTIONED ARE PER THE PLAT OF STAPLETON FILING NO. 2 AS RECORDED IN BOOK 33 AT PAGES 47-57 AT RECEPTION NO. 2001043011 ON MARCH 26, 2001, CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE.

1. THENCE CONTINUE ALONG SAID TRACT AC THE FOLLOWING FIVE (5) COURSES:

1a. THENCE S90°00'00"E, BEING ALSO THE SOUTH LINE OF SAID TRACT AD, A DISTANCE OF 72.00 FEET;

1b. THENCE S00°00'00"W, A DISTANCE OF 127.26 FEET TO A POINT OF CURVE;

1c. THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 568.50 FEET, A CENTRAL ANGLE OF 50°50'57", AN ARC LENGTH OF 504.54 FEET, A CHORD BEARING S25°25'29"E AND A CHORD DISTANCE OF 488.14 FEET;

1d. THENCE S50°50'57"E, A DISTANCE OF 37.51 FEET TO A POINT OF CURVE;

1e. THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 129°09'03", AN ARC LENGTH OF 171.31 FEET, A CHORD BEARING N64°34'32"E AND A CHORD DISTANCE OF 137.28 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT AB, BEING ALSO KNOWN AS PROPOSED SYRACUSE STREET;

2. THENCE ALONG SAID TRACT AB THE FOLLOWING TWO (2) COURSES:

2a. THENCE N00°00'00"E, ALONG THE WEST LINE OF SAID TRACT AB, A DISTANCE OF 532.87 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT AD;

2b. THENCE N87°34'50"E, ALONG SAID SOUTH LINE OF TRACT AD, A DISTANCE OF 71.06 FEET TO THE NORTHEAST CORNER OF SAID TRACT AB;

3. THENCE S90°00'00"E, ALONG THE SOUTH LINE OF SAID TRACT AD, A DISTANCE OF 18.15 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF SYRACUSE STREET AS ORIGINALLY PLATTED IN MILWAUKEE HEIGHTS, RECORDED IN BOOK 13 AT PAGE 20 ON DECEMBER 1, 1894 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE;

4. THENCE S00°09'09"E, ALONG SAID RIGHT OF WAY LINE AND ITS NORTHERLY EXTENSION A DISTANCE OF 712.50 FEET TO A POINT ON THE SOUTH LINE OF TRACT AX, BEING ALSO KNOWN AS PROPOSED 24th AVENUE;

5. THENCE N90°00'00"W, ALONG SAID SOUTH LINE, A DISTANCE OF 12.52 FEET TO A POINT OF NON-TANGENT CURVE ON THE EASTERLY LINE OF SAID TRACT AB;

6. THENCE ALONG SAID TRACT AB THE FOLLOWING FIVE (5) COURSES:

6a. THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 561.00 FEET, A CENTRAL ANGLE OF 14°45'45", AN ARC LENGTH OF 144.54 FEET, A CHORD BEARING S16°11'49"E AND A CHORD DISTANCE OF 144.14 FEET TO A POINT OF REVERSE CURVE;

6b. THENCE ALONG SAID REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 23°20'00", AN ARC LENGTH OF 268.78 FEET, A CHORD BEARING S11°54'41"E AND A CHORD DISTANCE OF 266.93 FEET;

6c. THENCE S00°14'41"E A DISTANCE OF 174.47 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF 23rd AVENUE AS ORIGINALLY PLATTED IN SAID MILWAUKEE HEIGHTS;

6d. THENCE S89°32'46"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ITS EASTERLY EXTENSION A DISTANCE OF 100.00 FEET;

6e. THENCE N00°14'41"W A DISTANCE OF 174.85 FEET TO A POINT OF CURVE ON THE TRANSITION BETWEEN SAID TRACT AB AND TRACT AC;

7. THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 50°36'16", AN ARC LENGTH OF 494.60 FEET, A CHORD BEARING N25°32'49"W AND A CHORD DISTANCE OF 478.68 FEET;

8. THENCE ALONG THE WESTERLY LINE OF SAID TRACT AC THE FOLLOWING THREE (3) COURSES:

8a. THENCE N50°50'57"W, A DISTANCE OF 85.01 FEET TO A POINT OF CURVE;

8b. THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 640.50 FEET, A CENTRAL ANGLE OF 50°50'58", AN ARC LENGTH OF 568.44 FEET, A CHORD BEARING N25°25'29"W AND A CHORD DISTANCE OF 549.97 FEET;

8c. THENCE N00°00'00"E, A DISTANCE OF 127.26 FEET TO THE POINT OF BEGINNING.

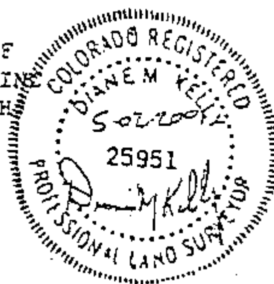
EXCEPTION THEREFROM THE FOLLOWING TRACTS, AS SHOWN IN NOTE 16 ON SAID PLAT OF STAPLETON FILING NO. 2:

TRACTS AB, AC, AND A PART OF TRACTS AX AND AY LYING WITHIN THE ABOVE DESCRIBED PARCEL.

SAID PARCEL CONTAINS 11,526 SQUARE FEET OR 0.2646 ACRES, MORE OR LESS.

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THE ABOVE LEGAL DESCRIPTION IS THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 28, T.3S., R.67W., 6th P.M. BEING MONUMENTED ON THE SOUTH END BY A 1.5" STEEL PIN WITH DOMED TOP AND CENTER PUNCH, WITH ATTACHED 2" ALLOY CAP STAMPED "KELLY SURVEYING, LS 25951", IN MONUMENT BOX AND ON THE NORTH END BY AN ORIGINAL STONE IN MONUMENT BOX, WHICH BEARS N0°34'45"W, A DISTANCE OF 2659.64 FEET.

PREPARED FOR AND ON BEHALF OF
KELLY SURVEYING ASSOCIATES, INC.
7330 S. ALTON WAY, SUITE 12-H
ENGLEWOOD, COLORADO 80112
(303)792-5257



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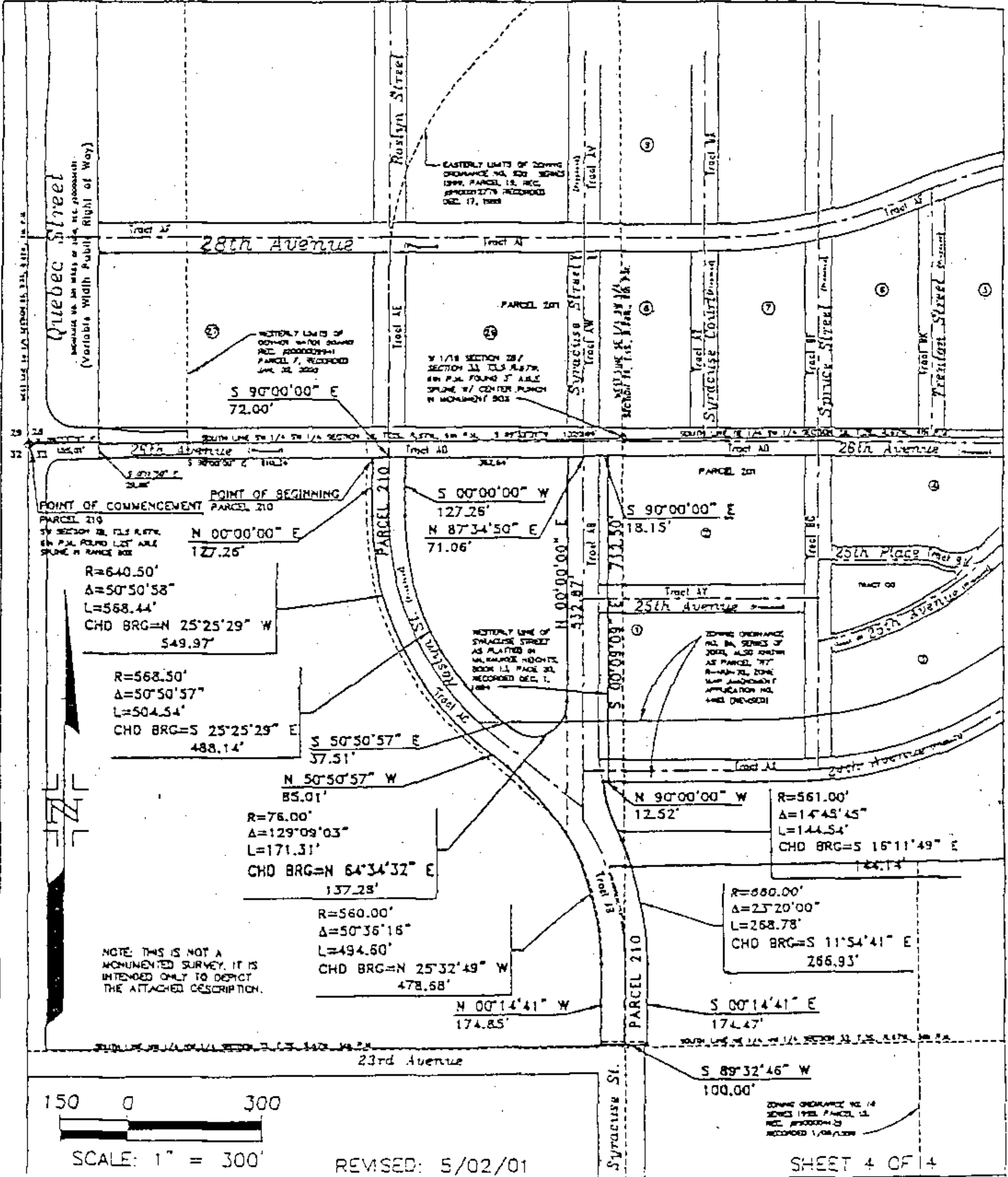


EXHIBIT 'A'

KELLY SURVEYING ASSOCIATES, INC.

7330 S. ALTON WAY, BUILDING 12, SUITE H
ENGLEWOOD, COLORADO 80112

DATE: 4/25/01 | DRAWING NAME:

EXHIBIT C

CONSENT
AND
LARGE PLANNED COMMUNITY AFFIDAVIT

FC Stapleton II, LLC, as the owner of the property described in *Exhibit B* of this Community Declaration, through its authorized agent, being first duly sworn upon oath, states that the following are true and correct statements:

1. FC Stapleton II, LLC is the owner of the property described in *Exhibit B* of the Community Declaration, in its entirety, in fee simple.

2. FC Stapleton II, LLC is aware of provisions within the C.R.S. §38-33.3-116.3 and relevant case law governing of the Colorado Common Interest Ownership Act.

3. Forest City Stapleton, Inc. is the Declarant under this Community Declaration, creating a Large Master Planned Community, which Community Declaration is consented to by FC Stapleton II, LLC.

4. The Plat for Stapleton Filing No. 2 includes 202.128 acres.

5. The property described in *Exhibit A* to the Community Declaration consists of approximately 2,935 net developable acres and is approved for the development of at least five hundred (500) Residential Units (excluding any interval estates, time-share estates, or time-span estates but including any interval units created pursuant to C.R.S. §38-33.3-110 and §38-33.3-111) and is approved for the development of at least twenty thousand (20,000) square feet of commercial use space.

6. The zoning classification(s) of the property described in *Exhibit B* is R-MU-20, for which certified copies of applicable and other zoning related to portions of the Project Area are attached to this affidavit as *Exhibit C-1*.

7. Neither the undersigned nor any officer, director, shareholder, partner or other entity having more than a ten percent (10%) equity interest in FC Stapleton II, LLC have been convicted of a felony within the last ten (10) years.

8. The undersigned has personal knowledge of the facts set forth herein which are true and correct to the best of his/her knowledge and belief.

FC Stapleton II, LLC, a Colorado limited liability company

By: Stapleton Land, LLC, a Colorado limited liability company, its Manager

By: Forest City Stapleton Land, Inc., a Colorado corporation, its Administrative Member

By: ______________________
John S. Lehigh
Executive Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

Subscribed and sworn to before me this 9th day of May, 2002.

My Commission Expires: My Commission Expires 10/9/2005

____
Notary Public

EXHIBIT C-1

[Attach certified copy of applicable zoning]

BY AUTHORITY

ORDINANCE NO. 12

SERIES OF 1999

COUNCIL BILL NO. 895

SERIES OF 1998

COMMITTEE OF REFERENCE:

9900004128 1999/01/08 11:03:25 1/ 3 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 SMD

LAND USE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS PARCEL 11 ON THE STAPLETON SITE, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the O-1 and STZ with waivers and conditions districts;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-3 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(a) waive the right to use or occupy the land hereinafter described or to use, occupy, construct, erect, alter or maintain thereon any structures on the land hereinafter described without complying with the provisions of Section 59-430.11, Development Plan Review, of the Revised Municipal Code of the City and County of Denver.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from O-1 and STZ with waivers and conditions to R-3 with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

CITY AND COUNTY OF ... of Colorado does her... document to be a full... correct copy of the or... document recorded ...
SEP 2 5 200...

PARCEL "11"

A parcel of land situated in the West Half of Section 27, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particulary described as follows:

Commencing at the West Quarter Corner of said Section 27, said point also being a point in the centerline of Yosemite Street, said point also being the *POINT OF BEGINNING*; thence along said centerline, being coincident with the Westerly line of the Northwest Quarter of said Section 27 N 00°28' 31" W a distance of 850.63 feet to a point of tangent curve; thence continuing along said centerline and departing said Westerly line along the arc of a curve to the right having a delta angle of 21°18' 14", a radius of 700.00 feet, a long chord which bears N 10°10' 36" E, 258.78 feet, the arc having a length of 260.28 feet to a point of tangency; thence continuing along said centerline N 20°49' 43" E a distance of 233.95 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 18°05' 12", a radius 700.00 feet, a long chord which bears N 11°47' 07" E, 220.05 feet, the arc having a length of 220.97 feet to a point of tangency; thence continuing along said centerline N 02°44' 31" E a distance of 521.98 feet; thence departing said centerline S 54°58' 31" E a distance of 183.48 feet to a point on the centerline of Bluff Drive; thence along said centerline N 89°31' 32" E a distance of 201.83 feet; thence departing said centerline S 00°28' 31" E a distance of 1952.57 feet to a point on the Southerly line of the Northwest Quarter of said Section 27; thence departing said line S 00°21' 25" E a distance of 802.30 feet to a point on the centerline of Gary Drive, said point also being a point of tangent curve; thence along said centerline and the arc of a curve to the right having a delta angle of 89°54' 56", a radius of 500.00 feet, a long chord which bears S 44°36' 03" W, 706.59 feet, the arc having a length of 784.66 feet to a point of tangency; thence continuing along said centerline S 89°33' 31" W a distance of 60.79 feet to a point on the centerline of Yosemite Street, said centerline being coincident with the Westerly line of the Southwest Quarter of said Section 27; thence along said centerline N 00°21' 25" W a distance of 1301.24 feet to the *POINT OF BEGINNING*.

Said parcel contains 1639397 square feet or 37.635 acres more or less.

BASIS OF BEARING

The Westerly line of the Southwest Quarter of Section 27 was found to be N 00°21' 25" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District 6, Reference stations "King" and "Ramp".

2 in addition thereto those portions of all abutting public rights-of-way, but only to the
3 centerline thereof, which are immediately adjacent to the aforesaid specifically
4 described area.

5 Section 3. That the foregoing change in zoning classification is based upon the representations
6 by the owner and the applicant that they will waive those certain rights available to them, and, in
7 lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section
8 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers.
9 Said waivers shall be binding upon all successors and assigns of said owner and applicant, who
10 along with said owner and applicant shall be deemed to have waived all objections as to the
11 constitutionality of the aforesaid waivers.

12 Section 4. That this ordinance shall be recorded by the Department of Zoning Administration
13 among the records of the Clerk and Recorder of the City and County of Denver.

14 PASSED BY THE COUNCIL January 4 1999
15 - PRESIDENT
16 APPROVED: - MAYOR 1-5 1999
17 ATTEST: - CLERK AND RECORDER,
18 EX-OFFICIO CLERK OF THE
19 CITY AND COUNTY OF DENVER

20 PUBLISHED IN THE DENVER ROCKY MTN NEWS Dec. 11, 1998 Jan. 8, 1999
21
22 PREPARED BY: KAREN A. AVILÉS, ASSISTANT CITY ATTORNEY 11/24/98
23 REVIEWED BY: - CITY ATTORNEY 12/2 1998
24 SPONSORED BY COUNCIL MEMBER(S)

BY AUTHORITY

ORDINANCE NO. 15

SERIES OF 1999

COUNCIL BILL NO. 898
SERIES OF 1998
COMMITTEE OF REFERENCE:

LAND USE

9900004128 1999/01/08 11:03:51 1/ 4 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 SMO

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS PARCEL 14 ON THE STAPLETON SITE, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the O-1 and STZ with waivers and conditions district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(a) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

- gallery;
- museum;
- school, boarding;
- university or college;
- animal sales or service;
- banking and financial services; and
- clinic or office, dental or medical.

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.
Clerk and Recorder
By
Deputy City Clerk
Date SEP 2 5 2001

1 (b) waive their right to use, occupy, construct, erect, alter or maintain more than
2 two thousand five-hundred (2,500) square feet individually and/or more than
3 five thousand (5,000) square feet in aggregate of office: non-dental or non-
4 medical, as listed in Section 59-430.03(1)(c)40 of Division 25 of the Denver
5 Revised Municipal Code.

6 Section 2. That the zoning classification of the land area in the City and County of Denver
7 described as follows or included within the following boundaries shall be and hereby is changed
8 from C-1 and STZ with waivers and conditions to R-MU-20 zone district with certain waivers which
9 waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "14"

A parcel of land situated in part of the Northeast Quarter of Section 33, part of the Northwest Quarter Section 34 and part of the Southeast Quarter of Section 28, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particulary described as follows:

Commencing at the Northwest corner of said Section 33; thence along the Northerly line of the Northeast Quarter of said Section 33 S 89°33' 05" W a distance of 408.92 feet to a point of intersection of the centerlines of Southbound Yosemite Street and 26th Avenue, said point also being the *POINT OF BEGINNING*; thence departing both aforementioned centerlines S 00°20' 29" E a distance of 813.77 feet; thence N 89°39' 02" E a distance of 408 99 feet to a point in the centerline of Yosemite Street; thence along said centerline S 00°20' 29" E a distance of 250.00 feet; thence departing said centerline N 89°39' 02" E a distance of 553.19 feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of 90°00' 29", a radius of 450.00 feet, a long chord which bears S 45°20' 43" E, 636.44 feet, the arc having a length of 706.92 feet to a point of tangency, thence S 00°20' 29" E a distance of 169.93 feet to a point in the centerline of 23rd Avenue; thence along said centerline S 89°39' 02" W a distance of 757.84 feet; thence departing said centerline the following three (3) courses:

1. N 00°08' 10" W a distance of 71.71 feet;
2. S 89°29' 05" W a distance of 485.67 feet;
3. S 00°20' 29" E a distance of 70.64 feet to a point on the centerline of 23rd Avenue;

thence along said centerline the following two (2) courses:

1. S 89°34' 12" W a distance of 748.30 feet;
2. S 89°33' 53" W a distance of 534.00 feet;

thence departing said centerline the following ten (10) courses:

1. N 00°18' 47" W a distance of 328.72 feet;
2. N 89°33' 05" E a distance of 691.35 feet;
3. N 00°20' 29" W a distance of 520.28 feet;
4. S 89°47' 24" W a distance of 1023.31 feet;
5. N 00°11' 23" W a distance of 117.14 feet;
6. S 89°25' 21" W a distance of 471.74 feet;
7. S 84°04' 08" W a distance of 25.53 feet;

8. S 00°18' 54" W a distance of 237.60 feet;
9. N 89°34' 51" E a distance of 44.17 feet;
10. N 00°18' 47" W a distance of 389.02 feet to a point on the centerline of 23rd Avenue, said point also being a point of non-tangent curve;

thence along said centerline and the arc of a curve to the left having a delta angle of 13°21' 27", a

radius of 600.00 feet, a long chord which bears N 83°45' 19" W, 139.59 feet, the arc having a length of 139.91 feet to a point of tangency; thence continuing along said centerline S 89°33' 54" W a distance of 519.37 feet; thence departing said centerline N 00°19' 22" W a distance of 405.37 feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of 89°52' 27", a radius of 230.00 feet, a long chord which bears N 44°36' 52" E, 324.91 feet, the arc having a length of 360.78 feet to a point of tangency; thence N 89°33' 05" E a distance of 102.58 feet to a point on the centerline of Ulster Street; thence along said centerline N 00°13' 47" W a distance of 200.00 feet to a point on the centerline of Williams Way; thence along said centerline N 89°33' 05" E a distance of 53.48 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 44°51' 30", a radius of 700.00 feet, a long chord which bears N 67° 07' 20" E, 534.16 feet, the arc having a length of 548.05 feet to a point of tangency; thence continuing along said centerline N 44°41' 35" E a distance of 181.44 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the right having a delta angle of 38°32' 48", a radius of 1100.00 feet, a long chord which bears N 63°57' 59" E, 726.16 feet, the arc having a length of 740.04 feet to a point of tangency; thence continuing along said centerline N 83°14' 23" E a distance of 304.34 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 59°46' 46", a radius of 700.00 feet, a long chord which bears N 53°21' 00" E, 697.66 feet, the arc having a length of 730.34 feet to a point of tangency; thence continuing along said centerline N 21°51' 03" E a distance of 77.61 feet to a point on the centerline of Southbound Yosemite Street; thence along said centerline S 00°21' 25" E a distance of 670.18 feet to the *POINT OF BEGINNING.*

Said parcel contains 3,642,905 square feet or 83.630 acres more or less.

BASIS OF BEARING

The West line of the Northeast Quarter of Section 34 was found to be N 00° 20' 29" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District 6, Reference stations "King" and "Ramp".

in addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

PASSED BY THE COUNCIL January 4 1999

Happy Haynes - PRESIDENT

APPROVED: Wellington E. Webb - MAYOR 1-5 1999

ATTEST: ________ - CLERK AND RECORDER, EX-OFFICIO CLERK OF THE CITY AND COUNTY OF DENVER

PUBLISHED IN THE DENVER ROCKY MTN NEWS Dec. 11, 1998 Jan. 8, 1999

PREPARED BY: KAREN A. AVILES, ASSISTANT CITY ATTORNEY 11/24/98

REVIEWED BY: ________ - CITY ATTORNEY 12/2 1998

SPONSORED BY COUNCIL MEMBER(S) ________

BY AUTHORITY

ORDINANCE NO. 16
SERIES OF 1999

COUNCIL BILL NO. 899
SERIES OF 1998
COMMITTEE OF REFERENCE:

LAND USE

8900004128 1999/01/08 11:04:03 1/ 3 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 SMD

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS PARCEL 15 ON THE STAPLETON SITE, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the O-1 district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(a) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

- gallery;
- museum;
- school, boarding;
- university or college;
- animal sales or service;
- banking and financial services; and
- clinic or office, dental or medical.

(b) waive their right to use, occupy, construct, erect, alter or maintain more than

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.
Clerk and Recorder
By Deputy County Clerk
Date SEP 25 2001

two thousand five-hundred (2,500) square feet individually and/or more than five thousand (5,000) square feet in aggregate of office: non-dental or non-medical, as listed in Section 59-430.03(1)(c)40 of Division 25 of the Denver Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from O-1 to R-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "15"

A parcel of land located in the Northwest Quarter of Section 33, Township 3 South, Range 67 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particulary described as follows:

Commencing at the Center West Sixteenth corner of said Section 33; thence along the Southerly line of the Northwest Quarter of said Section 33 N 89°34' 18" E a distance of 42.00 feet; thence along a line parallel to the Easterly line of the Southwest Quarter of the Northwest Quarter of said Section 33 N 00°15' 36" W a distance of 60.00 feet to a point marking the coincidence of Syracuse Street and Montview Boulevard Right-Of-Ways, said point also being the *POINT OF BEGINNING*; thence continuing N 00°15' 36" W along the Easterly Right-Of-Way line of Syracuse Street a distance of 1271.82 feet; thence along a line parallel to the Northerly Right-Of-Way line of 23rd Avenue S 89°32' 46" W a distance of 42.00 feet to a point in the centerline of Syracuse Street; thence along said centerline N 00°15' 36" W a distance of 200.79 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left, having a delta angle of 21°08' 31", a radius of 509.87 feet, a long chord which bears N 10°49' 51" W, 187.07 feet, the arc having a length of 188.14 feet to a point of non-tangency; thence along the centerline of Combs Parkway N 89°33' 53" E a distance of 694.75 feet; thence S 00°15' 36" E along a line 618.43 feet East and parallel to the Easterly Right-Of-Way line of Syracuse Street a distance of 1656.68 feet to a point on the Northerly Right-Of-Way line of Montview Boulevard; thence along said Right-Of-Way line S 89°34' 18" W a distance of 618.43 feet to the *POINT OF BEGINNING*.

Said parcel contains 1,042,750 square feet or 23.938 acres more or less.

BASIS OF BEARING

The West line of the Northwest Quarter of Section 33 was found to be N 00° 11' 50' W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District 6, Reference stations "King" and "Ramp".

1 in addition thereto those portions of all abutting public rights-of-way, but only to the
2 centerline thereof, which are immediately adjacent to the aforesaid specifically
3 described area.

4 Section 3. That the foregoing change in zoning classification is based upon the representations
5 by the owner and the applicant that they will waive those certain rights available to them, and, in
6 lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section
7 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers.
8 Said waivers shall be binding upon all successors and assigns of said owner and applicant, who
9 along with said owner and applicant shall be deemed to have waived all objections as to the
10 constitutionality of the aforesaid waivers.

11 Section 4. That this ordinance shall be recorded by the Department of Zoning Administration
12 among the records of the Clerk and Recorder of the City and County of Denver.

13 PASSED BY THE COUNCIL *January 4* 1999
14 *Happy Haynes* - PRESIDENT
15 APPROVED: *Wellington E. Webb* - MAYOR *1-5-* 1999
16 ATTEST: *[signature]* - CLERK AND RECORDER,
17 EX-OFFICIO CLERK OF THE
18 CITY AND COUNTY OF DENVER

19 PUBLISHED IN THE DENVER ROCKY MTN NEWS *Dec. 11,* 1998 *Jan. 8,* 1999
20
21 PREPARED BY: KAREN A. AVILES, ASSISTANT CITY ATTORNEY 11/24/98
22 REVIEWED BY: *[signature]* - CITY ATTORNEY *12/2* 1998
23 SPONSORED BY COUNCIL MEMBER(S) ____________

BY AUTHORITY

ORDINANCE NO. 928
SERIES OF 1999

COUNCIL BILL NO. 841
COMMITTEE OF REFERENCE:

LAND USE

9900212774 1999/12/17 15:00:48 1/ 4 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 AWE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the R-MU-20 with waivers district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(i) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

(b) Civic Uses

8. gallery;

13. museum;

21 school, boarding; and

23. university or college.

(c) Commercial Uses

5. animal sales or service;

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office

Clark and Recorder

Deputy County Clerk

Date SEP 2 5 2001

10. banking and financial services; and

17. clinic or office, dental or medical.

(ii) waive their right to use, occupy, construct, erect, alter or maintain more than two thousand five-hundred (2,500) square feet individually and/or more than five thousand (5,000) square feet in aggregate of office: non-dental or non-medical, as listed in Section 59-430.03(1)(c)40 of Division 25 of the Denver Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from R-MU-20 with waivers to R-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "14"

A parcel of land situated in part of the North Half of Section 33, part of the Northwest Quarter Section 34 and part of the Southeast Quarter of Section 28, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particulary described as follows:

Commencing at the Northeast corner of said Section 33; thence along the Northerly line of the Northeast Quarter of said Section 33 S 89°33' 05" W a distance of 412.74 feet to a point of intersection of the centerlines of Southbound Yosemite Street and 26th Avenue, said point also being the *POINT OF BEGINNING*; thence departing both aforementioned centerlines S 00°20' 29" E a distance of 313.77 feet; thence N 89°39' 02" E a distance of 412.80 feet to a point in the centerline of Yosemite Street; thence along said centerline S 00°20' 29" E a distance of 250.00 feet; thence departing said centerline N 89°39' 02" E a distance of 553.19 feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of 90°00' 29", a radius of 450.00 feet, a long chord which bears S 45°20' 43" E, 636.44 feet, the arc having a length of 706.92 feet to a point of tangency; thence S 00°20' 29" E a distance of 169.93 feet to a point in the centerline of 23rd Avenue; thence along said centerline S 89°39' 02" W a distance of 757.84 feet; thence departing said centerline the following three (3) courses:

1. N 00°08' 10" W a distance of 71.71 feet;
2. S 89°29' 05" W a distance of 485.67 feet;
3. S 00°20' 29" E a distance of 70.64 feet to a point on the centerline of 23rd Avenue;

thence along said centerline the following two (2) courses:

1. S 89°34' 12" W a distance of 748.30 feet;
2. S 89°33' 53" W a distance of 534.00 feet;

thence departing said centerline the following ten (10) courses:

1. N 00°18' 47" W a distance of 328.72 feet;
2. N 89°33' 05" E a distance of 691.35 feet;
3. N 00°20' 29" W a distance of 520.28 feet;
4. S 89°47' 24" W a distance of 1023.31 feet;
5. N 00°11' 23" W a distance of 117.14 feet;
6. S 89°25' 21" W a distance of 471.74 feet;

7. S 84°04' 08" W a distance of 25.53 feet;
8. S 00°13' 54" E a distance of 237.60 feet;
9. N 89°54' 51" E a distance of 44.17 feet;
10. S 00°13' 47" E a distance of 389.02 feet to a point on the centerline of 23rd Avenue, said point also being a point of non-tangent curve;

thence along said centerline and the arc of a curve to the left having a delta angle of 13°21' 37", a radius of 600.00 feet, a long chord which bears N 83°45' 19" W, 139.59 feet, the arc having a length of 139.91 feet to a point of tangency; thence continuing along said centerline S 89°33' 54" W a distance of 519.37 feet; thence departing said centerline N 00°19' 22" W a distance of 405.37 feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of 89°52' 27", a radius of 230.00 feet, a long chord which bears N 44°36' 52" E, 324.91 feet, the arc having a length of 360.78 feet to a point of tangency; thence N 89°33' 05" E a distance of 102.53 feet to a point on the centerline of Ulster Street; thence along said centerline N 00°18' 47" W a distance of 200.00 feet to a point on the centerline of Williams Way; thence along said centerline N 89°33' 05" E a distance of 53.48 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 44°51' 30", a radius of 700.00 feet, a long chord which bears N 67° 07' 20" E, 534.16 feet, the arc having a length of 548.05 feet to a point of tangency; thence continuing along said centerline N 44°41' 35" E a distance of 181.44 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the right having a delta angle of 38°32' 48", a radius of 1100.00 feet, a long chord which bears N 63°57' 59" E, 726.16 feet, the arc having a length of 740.04 feet to a point of tangency; thence continuing along said centerline N 83°14' 23" E a distance of 314.71 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left having a delta angle of 61°23' 20", a radius of 682.00 feet, a long chord which bears N 52°32' 43" E, 696.27 feet, the arc having a length of 730.72 feet to a point of tangency; thence continuing along said centerline N 21°51' 03" E a distance of 58.69 feet to a point on the centerline of Southbound Yosemite Street; thence departing the centerline of Williams Way and along the said Southbound Yosemite Street centerline S 00°21' 25" E a distance of 660.85 feet to the *POINT OF BEGINNING.*

Said parcel contains 3,635,929 square feet or 83.469 acres more or less.

BASIS OF BEARING

The West line of the Northeast Quarter of Section 34 was found to be N 00° 20' 29" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District [illegible] stations "King" and "Ramp".

in addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

PASSED BY THE COUNCIL December 13 1999

- PRESIDENT

APPROVED: - MAYOR DEC 14 1999

ATTEST: - CLERK AND RECORDER, EX-OFFICIO CLERK OF THE CITY AND COUNTY OF DENVER

PUBLISHED IN THE DENVER ROCKY MTN NEWS Nov 19, 1999 Dec 17, 1999

PREPARED BY: KAREN A. AVILES, ASSISTANT CITY ATTORNEY 11/4/99

REVIEWED BY: CITY ATTORNEY 11/9 1999

SPONSORED BY COUNCIL MEMBER(S)

BY AUTHORITY

ORDINANCE NO. 930

SERIES OF 1999

COUNCIL BILL NO. 843

COMMITTEE OF REFERENCE:

LAND USE

9900212776 1999/12/17 16:02:06 1/ 5 ORD
DENVER COUNTY CLERK AND RECORDER .00 .00 AWE

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the C-MU-20 with waivers district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to C-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(i) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

(a) Residential Uses

2. fraternity or sorority house; and

7. single unit dwelling.

(b) Civic Uses

1. ambulance service;

11. major impact utility; and

19. postal processing center.

CERTIFICATION
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original document recorded in my office.
Clerk and Recorder
By Deputy
Date SEP 25 2001

(c) Commercial Uses

3. airline reservation center;
5. animal sales or service;
12. building contractors, general;
13. building maintenance service;
14. building materials and supplies, sales or rental;
32. garden supply store;
38. motel;
39. nursery, plant;
51. terminal, public transportation, local; and
55. wholesale sales.

(d) Industrial uses

8. manufacturing, fabrication and assembly, custom;
10. manufacturing, fabrication and assembly, general;
11. manufacturing, fabrication and assembly, light;
17. warehousing;
18. wholesale trade, light; and
19. wholesale trade, general.

(ii) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for an automobile laundry or polishing shop as identified in Section 59-430.03(1)(c)7 of Division 25 of the Revised Municipal Code and/or theater, studio as identified in Section 59-430.03(1)(c)53 of Division 25 of the Revised Municipal Code unless such use has been approved by special review as identified in Section 59-430.04 of the Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from C-MU-20 with waivers to C-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "19"

A parcel of land situated in the Southwest Quarter of Section 28, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the West 1/16 Corner of Sections 28 & 33; thence along the Southerly line of the Southwest Quarter of the Southwest Quarter of said Section 28 S 89°33' 31" W a distance of 517.71 feet to a point of centerline intersection of Syracuse Street and 26th Avenue, said point also being the POINT OF BEGINNING; thence along the centerline of 26th Avenue S 89°33' 31" W a distance of 443.12 feet to a point on the Easterly Right-Of-Way line of 26th Avenue; thence along said Easterly Right-Of-Way line N 00°37' 30" W a distance of 25.00 feet to a point on the Northerly Right-Of-Way line of 26th Avenue; thence along said Northerly Right-Of-Way line the following three (3) courses:

1. S 89°33' 31" W, a distance of 108.02 feet;
2. N 84°43' 34" W, a distance of 100.75 feet;
3. S 89°33' 31" W, a distance of 41.98 feet to a point of tangent curve;

thence along the arc of a curve to the right, having a delta angle of 89°48' 59", a radius of 65.00 feet, a long chord which bears N 45°31' 59" W, 91.78 feet, the arc having a length of 101.89 feet to a point of tangency, said point also being a point on the Easterly Right-Of-Way line of Quebec Street; thence along said Right-Of-Way line the following three (3) courses:

1. N 00°37' 30" W, a distance of 602.97 feet;
2. N 05°04' 36" E, a distance of 100.59 feet;
3. N 00°37' 30" W, a distance of 296.50 feet to a point of tangent curve;

thence along the arc of a curve to the right, having a delta angle of 77°26' 31", a radius of 35.00 feet, a long chord which bears N 38°05' 45" E, 43.79 feet, the arc having a length of 47.31 feet to a point on the Southerly Right-Of-Way line of 29th Avenue; thence along said Right-Of-Way line N 76°49' 01" E a distance of 118.16 feet; thence continuing along said Right-Of-Way line N 89°47' 51" E a distance of 162.29 feet to a point on the Easterly Right-Of-Way line of 29th Avenue, thence along said Right-Of-Way line N 00°37' 30" W a distance of 70.00 feet to a point on the Northerly Right-Of-Way line of 29th Avenue; thence along said Northerly Right-Of-Way line S 89°47' 51" W a distance of 240.23 feet to a point of tangent curve; thence along the arc of a curve to the right, having a delta angle of 89°34' 39", a radius of 30.00 feet, a long chord which bears N 45°24' 50" W, 42.27 feet, the arc having a length of 46.90 feet to a point of tangency, said point also being a point on the Easterly Right-Of-Way line of Quebec Street; thence along said Right-Of-Way line N 00°37' 30" W a distance of 322.31 feet to a point of tangent curve; thence continuing along said Right-Of-Way line and the arc of a curve to the right having a delta angle of 20°19' 35", a radius of 200.00 feet, a long chord which bears N 09°32' 18" E, 70.58 feet, the arc having a length of 70.95 feet to a point of tangency; thence continuing along said Right-Of-Way line N 19°42' 05" E a distance of 599.90 feet to a point of tangent curve; thence continuing along said Right-Of-Way and the arc of a curve to the left having a delta angle of 20°19' 35", a radius of 200.00 feet, a long chord which bears N 09°32' 18" E, 70.58 feet, the arc having a length of 70.95 feet to a point of tangency; thence continuing along said Right-Of-Way line N 00°37' 30" W a distance of 95.30 feet to a point of tangent curve; thence along the arc of a curve to the right, having a delta angle of 112°52' 29", a radius of 35.00 feet, a long chord which bears N 55°48' 44" E, 58.33 feet, the arc having a length of 68.95 feet to a point of tangency, said point also being

a point on the Southwesterly Right-Of-Way line of Martin Luther King Boulevard; thence along said Right-Of-Way line S 67°45' 02" E a distance of 156.48 feet to a point on the Easterly Right-Of-Way line of Martin Luther King Boulevard; thence along said Right-Of-Way line N 21°14' 07" E a distance of 78.11 feet to a point in the centerline of Martin Luther King Boulevard; thence along said centerline S 68°45' 53" E a distance of 652.17 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left, having a delta angle of 21°39' 32", a radius of 600.00 feet, a long chord which bears S 79°35' 39" E, 225.46 feet, the arc having a length of 226.81 feet to a point of tangency; thence continuing along said centerline N 89°34' 35" E a distance of 21.50 feet to a point in the centerline of Syracuse Street; thence along said centerline S 00°37' 30" E a distance of 552.80 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the right, having a delta angle of 44°43' 47", a radius of 600.00 feet, a long chord which bears S 21°46' 53" W, 457.41 feet, the arc having a length of 469.23 feet to a point of tangency; thence continuing along said centerline S 44°11' 17" W a distance of 219.03 feet to a point of tangent curve; thence continuing along said centerline and the arc of a curve to the left, having a delta angle of 44°26' 53", a radius of 635.00 feet, a long chord which bears S 21°57' 50" W, 480.35 feet, the arc having a length of 492.61 feet to a point of tangency; thence continuing along said centerline S 00°15' 36" E a distance of 377.63 feet to the *POINT OF BEGINNING*.

Said parcel contains 2,106,020 square feet or 48.348 acres more or less.

BASIS OF BEARING

The Easterly line of the Southwest Quarter of Section 28 was found to be N 00° 33' 25" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, District 6, Reference stations "King" and "Ramp".

in addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

PASSED BY THE COUNCIL December 13 1999

Happy Haynes - PRESIDENT

APPROVED: Wellington E. Webb - MAYOR DEC 14 1999

ATTEST: Rosemary E. Rodriguez - CLERK AND RECORDER, EX-OFFICIO CLERK OF THE CITY AND COUNTY OF DENVER

PUBLISHED IN THE DENVER ROCKY MTN NEWS Nov 19, 1999 Dec. 17, 1999

PREPARED BY: KAREN A. AVILES, ASSISTANT CITY ATTORNEY 11/4/99

REVIEWED BY: [signature] - CITY ATTORNEY 11/9 1999

SPONSORED BY COUNCIL MEMBER(S) ____

Recording of Waivers of
Certain Rights and/or Reasonable
Conditions in Accordance
with Article IX of the
Revised Municipal Code of the
City and County of Denver
(Zoning Chapter).

9900217172 1999/12/28 10:21:29 1/ 6 WAV
DENVER COUNTY CLERK AND RECORDER .00 .00 SMP

General Location: 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET

BY AUTHORITY

ORDINANCE NO. 959 — COUNCIL BILL NO. 861
SERIES OF 1999 — COMMITTEE OF REFERENCE:
LAND USE
[illegible]

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the R-MU-20 with waivers district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(i) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

(b) Civic Uses
 3. gallery;
 13. museum;
 21. school, boarding; and
 22. university or college.

(c) Commercial Uses
 5. animal sales or service;
 14. banking and financial services; and
 17. clinic or office, dental or medical;

(ii) waive their right to use, occupy, construct, erect, alter or maintain more than two thousand five hundred (2,500) square feet individually and/or more than five thousand (5,000) square feet in aggregate of office: nondental or nonmedical, as listed in Section 59-430.02(1)(c)40 of Division 25 of the Denver Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from R-MU-20 with waivers to R-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "1"

A parcel of land situated in part of the North Half of Section 33, part of the Northwest Quarter Section 34 and part of the Southeast Quarter of Section 33, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the northeast corner of said Section 33, thence along the Northerly line of the Northeast Quarter of said Section 33 [illegible] feet to a point of intersection of the centerline of Southbound Yosemite Street and 21st Avenue, said point also being the POINT OF BEGINNING; thence departing said aforementioned centerlines [illegible]

thence along said centerline the following three (3) courses:
1. [illegible]
2. [illegible]
3. [illegible] feet to a point on the centerline of 21st Avenue;

thence along said centerline the following two (2) courses:
1. [illegible]
2. [illegible]

thence departing said centerline the following ten (10) courses:
1. N 00°13' 47" W a distance of [illegible] feet;
2. N 89°22'03" E a distance of [illegible] feet;
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible] feet to a point on the centerline of 32nd Avenue, said point also being a point of [illegible] curve;

thence along said centerline and the arc of a curve to the left having a delta angle of [illegible] [illegible]

[illegible] having a delta angle of 31°35'20", a radius of 542.30 feet, a long chord which bears [illegible], the arc having a length of [illegible] feet to a point of tangency; thence continuing along said centerline N 21°11'02" E a distance of 11.69 feet to a point on the centerline of Southbound Yosemite Street; thence departing the centerline of Williams Way and along the said Southbound Yosemite Street centerline S 00°21'25" E a distance of 560.21 feet to the POINT OF BEGINNING.

Said parcel contains 1,433,939 square feet or 32.949 acres more or less.

BASIS OF BEARING

The West line of the Northeast Quarter of Section 34 was found to be N 00° 10' 29" W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, [illegible] "King" and "Fusco".

In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

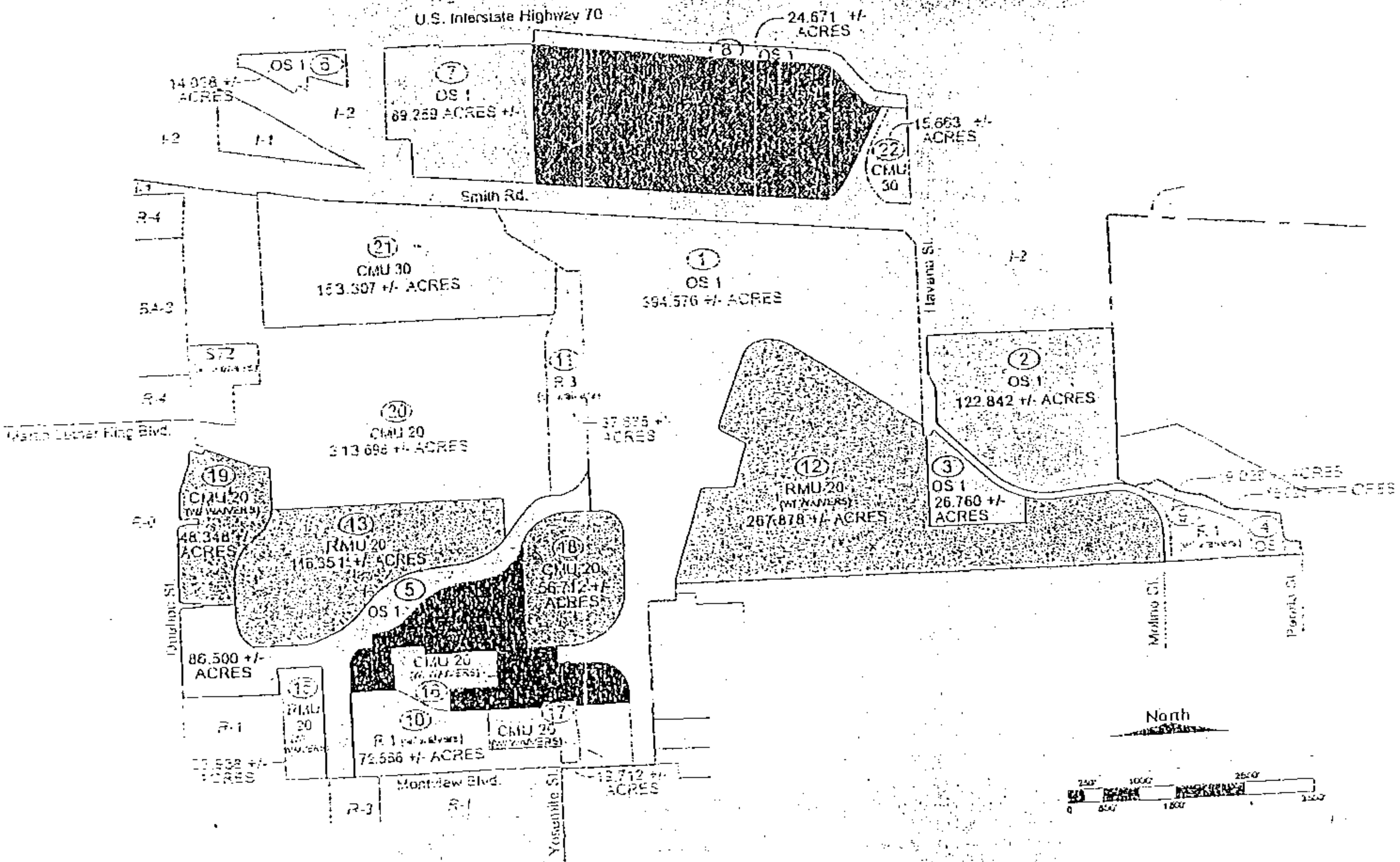
Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

Correct copy of the original document recorded in my office.
SEP 25 2001
Clerk and Recorder
By [illegible] Deputy County Clerk

Zoning Administrator

12-20-99
Date



PLEASE RETURN TO: Department of Zoning Administration
200 W. 14th Avenue, Suite 201

Recording of Waivers of
Certain Rights and/or Reasonable
Conditions in Accordance
with Article IX of the
Revised Municipal Code of the
City and County of Denver
(Zoning Chapter).

General Location: 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET

BY AUTHORITY

ORDINANCE NO. [illegible] COUNCIL BILL NO. [illegible]

SERIES OF 1999 COMMITTEE OF REFERENCE:
LAND USE
EFFECTIVE 12/17/99

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND THE APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the R-MU-20 with waivers district.

2. That the owner and the applicant propose that the land area hereinafter described be changed to R-MU-20 with reasonable waivers they have approved.

3. That in its application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(i) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

(b) Civic Uses

5. gallery;
12. museum;
21. school, boarding; and
23. university or college.

(d) Commercial Uses

5. animal sales or services;
10. banking and financial services; and
17. clinic or office, dental or medical.

(ii) waive their right to use, occupy, construct, erect, alter or maintain more than two thousand five hundred (2,500) square feet individually and/or more than five thousand (5,000) square feet in aggregate of offices, non-dental or non-medical, as listed in Section 59-420.03(1)(c)40 of Division 33 of the Denver Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from R-MU-20 with waivers to R-MU-20 with waivers zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "[illegible]"

A parcel of land located in part of Section 27 and the South Half of Section 26, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 27, said point also being the POINT OF BEGINNING, thence along the Southerly line of the Southwest Quarter of said Section 27 [illegible] W a distance of [illegible] feet; thence departing said Southerly line the following five (5) courses:

1. N [illegible] W a distance of [illegible] feet;
2. N [illegible] E a distance of [illegible] feet;
3. N [illegible] E a distance of [illegible] feet;
4. N [illegible] E a distance of [illegible] feet;
5. N [illegible] W a distance of [illegible] feet to a point of tangent curve;

thence along the arc of a curve to the right having a delta angle of [illegible], a radius of [illegible] feet, a long chord which bears N [illegible] W, [illegible] feet, the arc having a length of [illegible] feet to a point of tangency; thence N [illegible] E a distance of [illegible] feet to a point of tangent curve; thence along the arc of a curve to the right having a delta angle of [illegible], a radius of [illegible] feet, a long chord which bears N [illegible] E, [illegible] feet, the arc having a length of [illegible] feet to a point on the centerline of Bluff Drive, said point also being a point of nontangent curvature; thence along said centerline and the arc of a curve to the right having a delta angle of [illegible], a radius of 750.00 feet, a long chord which bears S [illegible] E, [illegible] feet, the arc having a length of [illegible] feet to a point of tangency; thence continuing along said centerline S [illegible] E a distance of [illegible] feet to a point of intersection of Martin Luther King Boulevard and Bluff Drive centerlines; thence continuing S [illegible] E and departing said centerline a distance of [illegible] feet to the Westerly Right-Of-Way line of Havana Street as established in Book [illegible] at page [illegible]; thence along said Right-Of-Way line S 00°[illegible] E a distance of 140.00 feet to a point on the Southerly Right-Of-Way line of Havana Street as established by Ordinance number [illegible], Series 1991, City and County of Denver; thence along said Southerly line N [illegible] E a distance of 10.00 feet; thence departing said Right-Of-Way line the following three (3) courses:

1. S 00°[illegible] E a distance of [illegible] feet;
2. N [illegible] E a distance of [illegible] feet;
3. N 00°[illegible] W a distance of [illegible] feet to a point on the Southerly Right-Of-Way line of Havana Way as established by Ordinance [illegible], Series 1994, in Book [illegible] at page [illegible], said point also being a point of non-tangent curve;

thence along said Right-Of-Way line and the arc of a curve to the left having a delta angle of [illegible], a radius of [illegible] feet, a long chord which bears S [illegible] E, [illegible] feet, the arc having a length of [illegible] feet to a point of tangency; thence continuing along said Right-Of-Way line N [illegible] E a distance of [illegible] feet to a point of tangent curve; thence continuing along said Right-Of-Way line and the arc of a curve to the right having a delta angle of [illegible], a radius of [illegible] feet, a long chord which bears S [illegible] E, [illegible] feet, the arc having a length of [illegible] feet to a point of tangency; thence continuing along said Right-Of-Way line S 00°[illegible] E a distance of [illegible] feet to a point on the Southerly line of the Southeast Quarter of said Section 26; thence along said Southerly line S [illegible] W a distance of [illegible] feet to the South Quarter Corner of said Section 26; thence along the Southerly line of the Southwest Quarter of said Section 26 S [illegible] W a distance of [illegible] feet to the Southwest corner of said Section 26; thence along the Southerly line of the Southeast Quarter of said Section 27 S [illegible] W a distance of [illegible] feet to the POINT OF BEGINNING.

Said parcel contains [illegible] square feet or [illegible] acres more or less.

BASIS OF BEARING

The Easterly line of the Southwest Quarter of Section 26 was found to be N [illegible] W, based upon the North American Datum of 1983, Colorado Central Zone, a local network as established by CDOT, Bureau 6, Reference stations "[illegible]" and "[illegible]".

In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

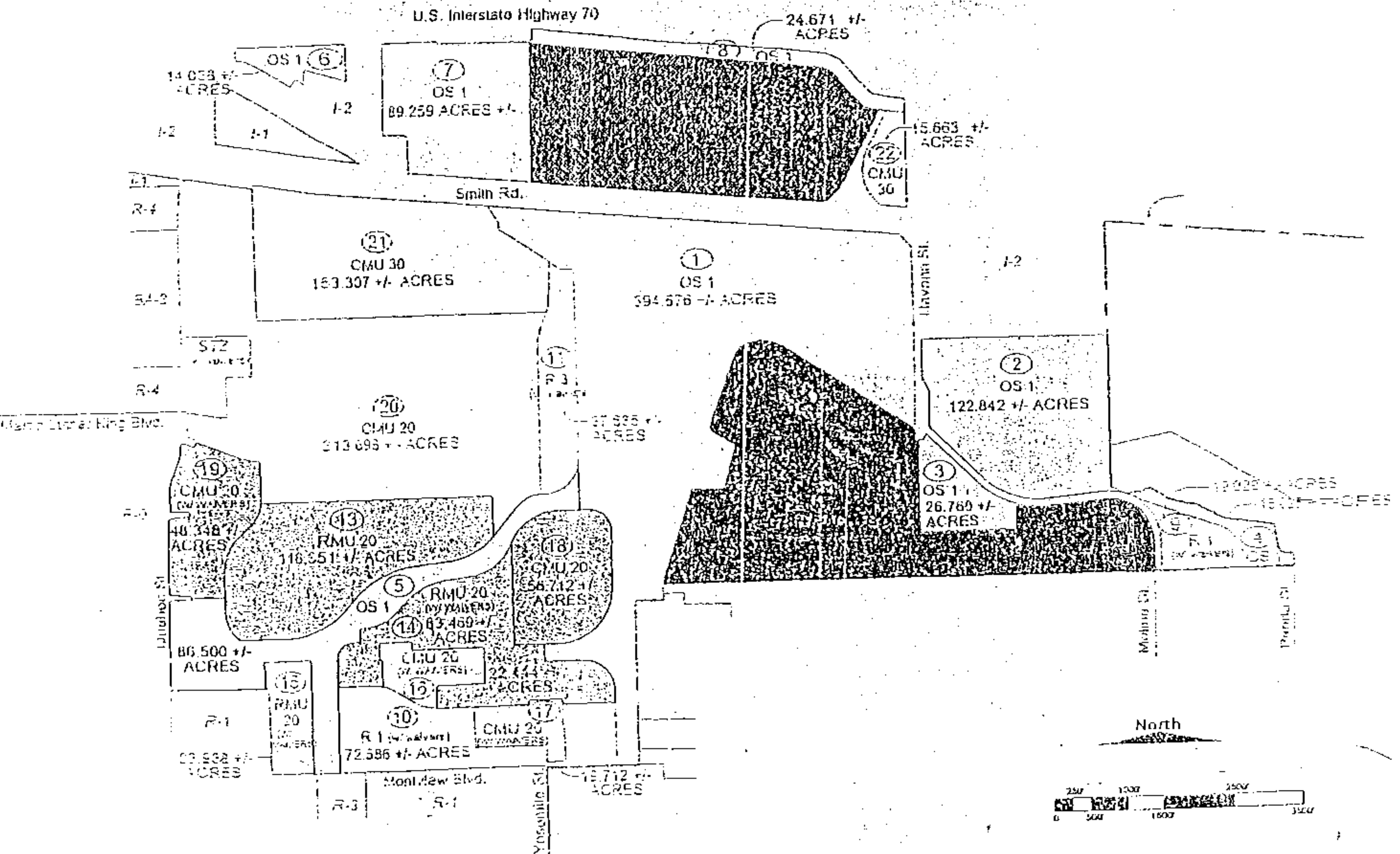
Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

Zoning Administrator

12-20-99

Date



PLEASE RETURN TO: Department of Zoning Administration
200 W. 14th Avenue, Suite 201

Recording of Waivers of
Certain Rights and/or Reasonable
Conditions in Accordance
with Article IX of the
Revised Municipal Code of the
City and County of Denver
(Zoning Chapter).

General Location: 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET

BY AUTHORITY

ORDINANCE NO. 420
SERIES OF 1998

COUNCIL BILL NO. [illegible]
COMMITTEE OF REFERENCE:
LAND USE
[illegible]

A BILL

FOR AN ORDINANCE RELATING TO ZONING, CHANGING THE ZONING CLASSIFICATION FOR A SPECIFICALLY DESCRIBED AREA, GENERALLY DESCRIBED AS APPROXIMATELY 2000 QUEBEC STREET THROUGH 4100 QUEBEC STREET, RECITING CERTAIN WAIVERS PROPOSED BY THE OWNER AND APPLICANT FOR THE ZONING CLASSIFICATION AND PROVIDING FOR A RECORDATION OF THIS ORDINANCE.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as part of the C-MU-20 with waivers district;

2. That the owner and the applicant propose that the land area hereinafter described be changed to C-MU-20 with reasonable waivers they have approved;

3. That in their application the owner and the applicant have represented that if the zoning classification is changed pursuant to their application, the owner and the applicant will and hereby do:

(i) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for:

(a) Residential Uses
 2. fraternity or sorority house, and
 7. single unit dwelling;

(b) Civic Uses
 1. ambulance service;
 11. major impact utility; and
 18. postal processing center.

(c) Commercial Uses
 2. private recreation center;
 5. animal sales or service;
 12. building contractors, general;
 13. building maintenance service;
 14. building materials and supplies, sales or rental;
 32. garden supply store;
 33. motel;
 36. nursery, plant;
 51. terminal, public transportation, local; and
 55. wholesale sales.

(d) Industrial uses
 5. manufacturing, fabrication and assembly, custom;
 10. manufacturing, fabrication and assembly, general;
 11. manufacturing, fabrication and assembly, light;
 17. warehousing;
 18. wholesale trade, light; and
 19. wholesale trade, general.

(ii) waive their right to use or occupy the land hereinafter described or to use, occupy, or erect thereon any structures designed, erected, altered, used or occupied for an automobile laundry or detailing shop as described in Section 59-430-03(1)(c)7 of Division 23 of the Revised Municipal Code and/or theater, as defined in Section 59-430-03(1)(e)53 of Division 23 of the Revised Municipal Code unless such use has been approved by special review as described in Section 59-430.04 of the Revised Municipal Code.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is changed from C-MU-20 with waivers to C-MU-20 zone district with certain waivers which waivers are set forth in Subsection 3 of Section 1 hereof:

PARCEL "[illegible]"

A parcel of land located in the [illegible] Quarter of Section 25, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the West 1/4 Corner of Sections 25 & 26 [illegible] POINT OF BEGINNING; [illegible]

1. [illegible]
2. [illegible]
3. [illegible]

[illegible]

1. [illegible]
2. [illegible]
3. [illegible]

[illegible] to the POINT OF BEGINNING.

Said parcel contains 2,104,[illegible] square feet or 48.3[illegible] acres more or less.

BASIS OF BEARING

The Easterly line of the Southwest Quarter of Section 25 was found to be N 00° 17' 30" W, based upon the North American Datum of 1983, Colorado Central Zone, [illegible] ("King" and "Range").

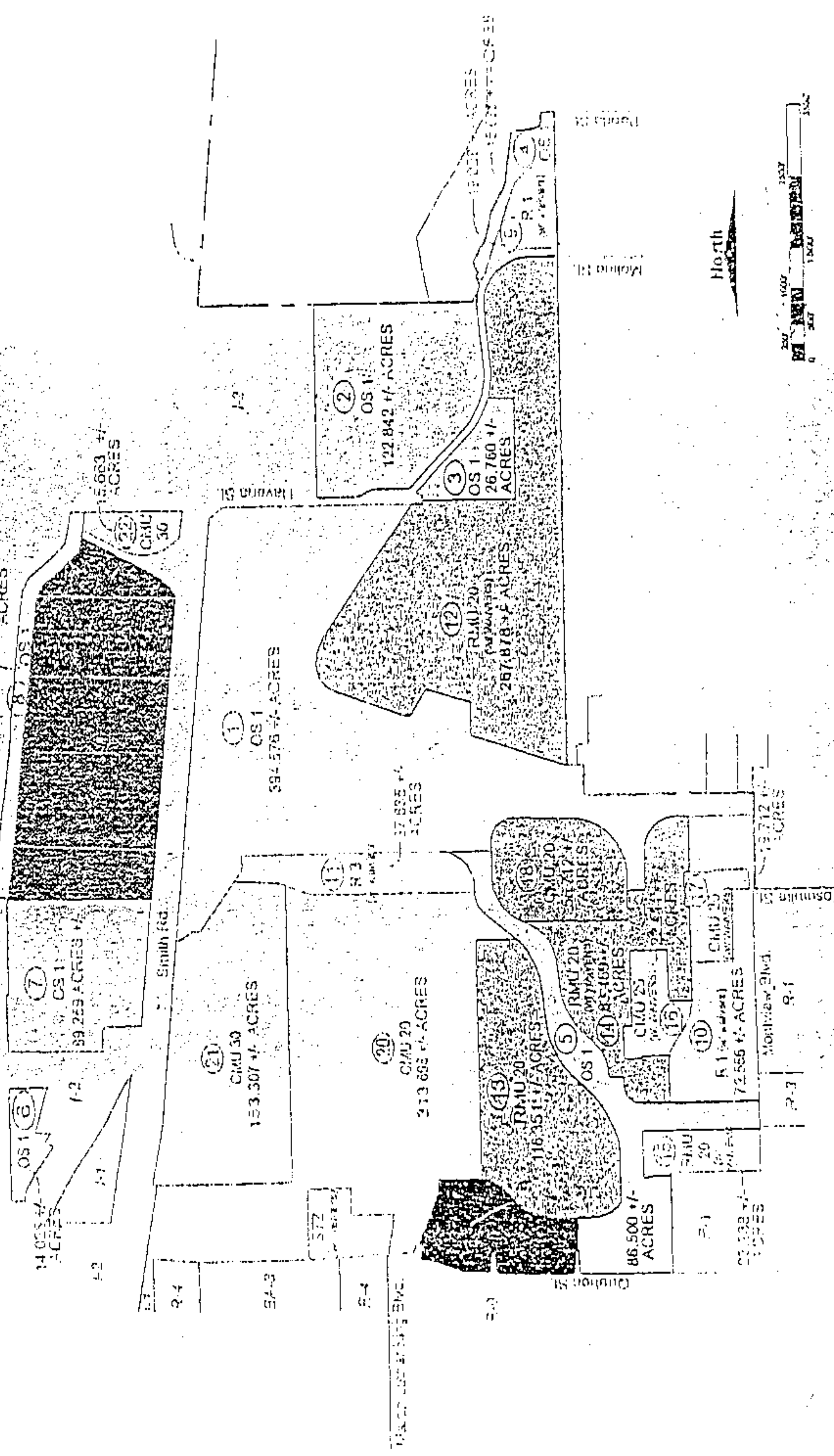
In addition thereto those portions of all abutting public rights-of-way, but only to the centerline thereof, which are immediately adjacent to the aforesaid specifically described area.

Section 3. That the foregoing change in zoning classification is based upon the representations by the owner and the applicant that they will waive those certain rights available to them, and, in lieu thereof, agree to certain limitations which limitations are set forth in Subsection 3 of Section 1 hereof, and no permit shall be issued except in strict compliance with the aforesaid waivers. Said waivers shall be binding upon all successors and assigns of said owner and applicant, who along with said owner and applicant shall be deemed to have waived all objections as to the constitutionality of the aforesaid waivers.

Section 4. That this ordinance shall be recorded by the Department of Zoning Administration among the records of the Clerk and Recorder of the City and County of Denver.

[signature]
Zoning Administrator

12-29-98
Date



PLEASE RETURN TO: Department of Zoning Administration
200 W. 14th Avenue, Suite 201

EXHIBIT D

AFFORDABLE HOUSING PLAN

[See attached Affordable Housing Plan]

Stapleton Affordable Housing Plan
January 29, 2001

A. Background

The Stapleton Development Corporation ("SDC"), the City and County of Denver ("City"), and Forest City Enterprises ("Forest City") have developed this Stapleton Affordable Housing Plan ("Plan"). The purpose of the Plan is to set forth the expectations of the parties with regard to the development of housing for low and moderate income households at Stapleton, in furtherance of the requirements of Section IV (B) of the Development Agreement between the City and Forest City, and Section 5.19 (c) of the Amended and Restated Stapleton Purchase Agreement between SDC and Forest City ("Purchase Agreement"). In formulating this Plan, the parties have assumed that approximately 8,000 for-sale dwelling units and 4,000 multi-family rental units will be developed at Stapleton upon final buildout. However, the percentage requirements for affordable housing shall apply regardless of the number of units that are ultimately built.

The Stapleton Development Plan (the "Green Book"), adopted by Denver City Council in March 1995, calls for the development of affordable housing, including low income and very low income housing, as well as the attraction of middle and upper income families, to the northeast area through a broad mix of housing types, densities, and price ranges. To realize that vision, it is necessary to concentrate efforts towards serving renters earning 60% and below of the Median Family Income ("MFI") and homebuyers earning 80% and below of MFI. Through normal market forces the additional broad range of housing can be achieved. Therefore, this Plan establishes specific requirements that are needed to carry out the affordable housing objectives.

B. Definitions

As used in this plan, the following terms have the following meanings:

Affordable Workforce Housing: Means dwelling units that are offered for sale at a price which is affordable by and that are in fact are sold to households earning 80% and below of MFI for owner-occupancy only.

Affordable Housing: Means Affordable Workforce Housing and Affordable Rental Housing.

Affordable Rental Housing: Means dwelling units that are offered for lease at a rent which is affordable by and that are in fact leased to households earning 60% and below of MFI, including Very Low-Income Housing.

MFI: Means the most current median family income for the Denver Metropolitan Statistical Area as published from time to time by the U.S. Department of Housing and Urban Development, adjusted for household size.

Public Subsidy: Means monetary or nonmonetary assistance, or both, from any city, county, state or federal program or any nonprofit organization provided to assist in the development of affordable housing.

Special Needs Housing: Means dwelling units for persons such as the dependent elderly, physically disabled, chronically mentally ill, and others that need services provided on site.

Stapleton For-Sale Housing: Means the total number of for-sale dwelling units to be developed at Stapleton upon final buildout.

Stapleton Rental Housing: Means the total number of for-rent dwelling units to be developed at Stapleton upon final buildout.

Very Low-Income Housing: Means Affordable Rental Housing units that are offered for lease at a rent which is affordable by and that are in fact leased to households earning 50% and below of MFI, of which a portion shall be affordable by and leased to households earning 30% and below of MFI.

C. Production of Affordable Housing

Affordable Housing shall be generally dispersed throughout Stapleton's 2,935 developable acres, both north and south of I-70. However, the affordable housing should be located near public transportation and shopping areas, and consequently may be more concentrated in certain areas of the site.

1. Affordable Rental Housing

a. Forest City shall develop or cause to be developed at least 20% of Stapleton Rental Housing as Affordable Rental Housing meeting the requirements of this Plan.

(i) The parties mutually acknowledge that, in order to create Affordable Rental Housing, a Public Subsidy will be required.

(ii) If sufficient Public Subsidy is not available at the time Forest City is prepared to develop a particular Affordable Rental Housing project, then at Forest City's option, after consultation with SDC, it shall either (A) leave a parcel of land undeveloped, sufficient in size, to accommodate the Affordable Rental Housing project until such time as sufficient Public Subsidy is available, or (B) determine to meet the requirement for Affordable Rental Housing elsewhere at Stapleton at a later date.

(iii) To achieve the Stapleton Development Plan principles, SDC, the City and Forest City intend that at least 25% of the required Affordable Rental Housing units be developed as Very Low-Income Housing, a portion of which would be developed and made available as Special

Needs Housing. The parties acknowledge that, to accomplish this goal, significant Public Subsidy will be required, along with the participation of non-profit housing providers. In recognition of this fact, Forest City shall be deemed to have fulfilled the requirement for Very Low-Income Housing by: (A) donating eight acres of land at Stapleton to non-profit housing providers at no cost, which land shall be divided into at least four sites, each of which shall be zoned for a density of 25 dwelling units per acre and shall accommodate no more than 50 dwelling units; and (B) obtaining from such providers commitments acceptable to the City and SDC for the provision of Very Low-Income Housing in accordance with the requirements of this Plan. Forest City shall designate the development sites and select the providers to fulfill this requirement for Very Low-Income Housing. With regard to any particular site, if, after reasonable attempts, Forest City has been unable to obtain from such providers commitments acceptable to the City and SDC as provided in (B) above, Forest City shall have the option to convey such site to the City in lieu of continuing to seek such commitments and shall be deemed to have fulfilled its requirements under this paragraph for such site through such conveyance.

b. Affordable Rental Housing shall be developed in mixed-income developments with the exception of Special Needs Housing. Special Needs Housing developments may be but are not required to be mixed-income.

2. Affordable Workforce Housing

Forest City shall develop or cause to be developed at least 10% of Stapleton For-Sale Housing as Affordable Workforce Housing meeting the requirements of this Plan.

D. Provisions for Ensuring Long-Term Affordability of Housing

1. Any Affordable Housing unit produced to fulfill the requirements of this Plan shall be subject to a deed restriction or other mutually agreeable mechanism guaranteeing the long term affordability of the unit. For Affordable Work Force Housing, "long term affordability" means that the purchase and sale of the unit meets the requirements for affordability set forth in the Plan both upon the initial sale of the unit, and every other time the unit is sold for a period of at least thirty years from the date of the initial sale. For Affordable Rental Housing, "long term affordability" means that the rent charged to any tenant for occupancy of the unit shall always meet the requirements for affordability set forth in this Plan for a period of at least thirty years from the date of the initial lease. The period of long term affordability of any Affordable Housing project may be extended beyond thirty years if required under the financing arrangement for the particular project. A deed restriction or other mutually agreeable mechanism shall not be required if binding provisions for ensuring long term affordability are included in the financing arrangement for a particular Affordable Housing project.

2. Provisions for ensuring the long term affordability of Affordable Rental Housing units shall include a 1-year transition period, at the expiration of the requirement of long term affordability, to allow any tenant then qualifying for Affordable Rental Housing to make alternative housing arrangements. During this transition period, any such tenant, may remain in the unit, and the rent charged for the unit shall continue to meet the requirements for affordability set forth in this plan for so long as the tenant remains in the unit during the 1-year transition period. The requirements of this paragraph shall not apply to any unit that is vacant or that is not occupied by a tenant qualifying for Affordable Rental Housing upon the expiration of the requirement for long term affordability.

3. If any Affordable Housing unit becomes vacant while the requirement for long term affordability is in effect, the unit shall be made available for sale or lease to another qualifying household.

4. The City, SDC, and Forest City will strive to identify mechanisms that may extend affordability past 30 years.

E. Types of Affordable Units

1. The following minimum square footage requirements relating to types of affordable units shall not apply to Special Needs Housing.

2. Unit size shall, at least, meet these minimum square footage requirements for all Affordable Housing units.

Assumed household size and minimum square footage:

Unit Type	No. Of Persons	Sq. Ft.
Studio/Jr. Bdrm.	1	400
1 Bedroom	2	600
2 Bedroom	3	750
3 Bedroom	5	1100
4 Bedroom	6	1250

3. The following requirements shall apply separately both to the total number of Affordable Rental Housing units and to the total number of Affordable Workforce Housing units developed to fulfill the requirements of this Plan:

   a. At least 15% of the units shall have three (3) or more bedrooms.

   b. No more than 35% of the units shall have one (1) bedroom or less of which no more than 10% shall be studio apartments or junior bedroom units.

4. All Affordable Rental Housing and Affordable For Sale Housing shall be constructed of first quality materials equal to or better than FHA standards and

reasonably similar in character to surrounding market rate units and built in accordance with design standards consistent with the Stapleton Design Guidelines.

5. Not more than 35% of the Affordable Rental Housing shall be housing for independent seniors.

F. Buyer/Renter Qualification

1. Buyers and renters shall be qualified upon the initial purchase or leasing of an Affordable Housing unit using general HUD standards for income qualification.

2. No re-certification shall be required for so long as the buyer or renter remains a resident of the Affordable Housing unit unless such re-certification is required according to the financing arrangements for the particular Affordable Housing unit.

3. There shall be no discrimination on the basis of age (except in senior housing), race, creed, color, sex, sexual orientation, disability, religion, national origin, marital status or affiliation.

4. The owner of any Affordable Rental Housing unit shall not discriminate against the use of Section 8 vouchers by any tenant who is otherwise qualified to rent and occupy such a unit according to the standards set forth in this Plan.

5. Residents of Affordable Housing units shall have the same access to common area amenities as residents of the market rate units of the project within which they reside.

6. A household earning less than 60% of MFI shall not be disqualified from leasing an Affordable Rental Housing unit due to a rent-to-income ratio if such tenant has had a satisfactory rent-paying history for 24 months at a rent at least equal to the rent to be paid for the unit.

G. Resources

SDC and the City acknowledge that Public Subsidy will be necessary for Forest City to fulfill the requirements set forth in this Plan. The City will assess needs for affordable housing for Stapleton and throughout the City and will consider funding requests for Stapleton projects based on these ongoing needs assessments. Forest City shall be eligible to seek Public Subsidy from the City on the same basis as other developers operating within the City; however any decision to grant any such Public Subsidy shall be at the sole discretion of the City.

H. Monitoring for Compliance with Plan

The requirements set forth in this Plan for the production of Affordable Housing are expressed as percentages and sub-percentages of the total number of dwelling units that will ultimately be constructed at Stapleton. Nothing in this Plan shall be construed to require the inclusion of a certain number or percentage of Affordable Housing units in any

particular phase of the development or in every individual housing project at Stapleton. In fact, SDC, the City, and Forest City anticipate that some housing projects at Stapleton may contain no Affordable Housing units whatsoever. Nevertheless, Forest City shall endeavor to develop or cause to be developed Affordable Housing units at a pace reasonably consistent with the pace of development of market rate housing at Stapleton. Forest City shall report in writing to SDC and the City its progress in fulfilling the requirements of this plan no less frequently than once annually. Any disputes between the City and Forest City regarding compliance with this Plan shall be resolved as provided in Section VI (E) of the Development Agreement and Section 7.1 of the Purchase Agreement.

EXHIBIT E

INITIAL ARTICLES OF INCORPORATION

[See Attached]

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Page: 1 of 2
08/31/2020 03:48 PM R $18.00 D $0.00
City & County of Denver AMD
Electronically Recorded

AFTER RECORDING RETURN TO:
Altitude Community Law
555 Zang Street, Suite 100
Lakewood, CO 80228
Attn: DAF

LIMITED AMENDMENT
TO THE
FIRST AMENDED AND RESTATED COMMUNITY DECLARATION OF THE PROJECT AREA WITHIN THE FORMER STAPLETON INTERNATIONAL AIRPORT

THIS AMENDMENT is made this 28 day of August, 2020.

RECITALS

A. WHEREAS, Forest City Stapleton, Inc, a Colorado corporation ("Declarant"), created the Master Community Association, Inc. ("Community") by recording the First Amended and Restated Community Declaration for the Project Area within the former Stapleton International Airport in the real property records of the City and County of Denver, State of Colorado, at Reception No. 2002086362, on May 10, 2002, and subsequently recorded in the real property records of Adams County, State of Colorado, at Reception No. C0969147 on May 14, 2002 (hereinafter referred to as the "Declaration").

B. WHEREAS, The Declarant did reserve unto the Delegates the authority to recommend to the Board of Directors a name change to the Community; and

C. WHEREAS, upon receipt of a recommendation, the Board of Directors may approve or disapprove the name change for the community pursuant to Article 1, Section 1.4;

D. WHEREAS, the Board has determined that a name change, at this time, is in the best interest of the Community;

NOW THEREFORE,

I. **Amendments.** This Limited Amendment to the First Amended and Restated Community Declaration are hereby amended as follows:

All references to the name "Stapleton" are hereby deleted and replaced with "Central Park". Specifically, the following provisions are hereby amended:

Article 1, Section 1.4 The name of the Community shall be Central Park.

All marketing material for the Community and references to the Community shall be changed to "Central Park" or the "Central Park Neighborhood".

II. **No Other Amendments.** Except as amended by the terms of this Amendment, the Limited Supplemental Declarations shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

MASTER COMMUNITY ASSOCIATION, a Colorado nonprofit corporation

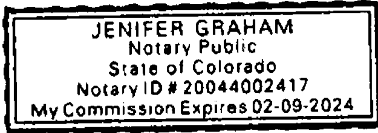
By:____________________
President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Amendment to the First Amended and Restated Community Declaration of the Project Area within the Former Stapleton International Airport was acknowledged before me this **28** day of **August**, 20**20**, by **Dana Elkind**, as President of the Master Community Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: 2.09.2024

____
Notary Public


JENIFER GRAHAM
Notary Public
State of Colorado
Notary ID # 20044002417
My Commission Expires 02-09-2024

Appendix 2

Resolution Adopting Policy and Procedure for Covenant Rule Enforcement

POLICY
OF MASTER COMMUNITY ASSOCIATION, INC. REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT

SUBJECT: Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

PURPOSE: To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.

EFFECTIVE DATE: August 17, 2022

RESOLUTION: The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

2. Complaints. Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

3. Investigation. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

4. Violation Which Threatens Public Safety or Health. With respect to any violation of the Declaration, Bylaws, Covenants, or other Governing Documents of the Association that the Board of Directors reasonably determines threatens the public safety or health, the Association shall follow the below process:

   a. First Notice of Violation. The Association shall send a First Notice of Violation via regular US Mail and physically post a Notice of Violation at the owners unit. The notice must provide an explanation of the nature of the violation, the action(s) required to cure the violation, a seventy-two (72) hour cure period, and the Fine Notice language in Paragraph 7. The notice shall be in English and in any language that the Owner has indicated a preference for correspondence.

   b. Violation Not Cured. If, after an inspection of the Unit, the Association determines that the Owner has not cured the violation within seventy-two (72) hours after receiving the First Notice of Violation, the Association may impose fines on the Owner every other day, not to exceed five hundred dollars ($500.00) pursuant to Paragraph 7, and may take legal action against the Owner for the violation.

5. Violation Which Does Not Threaten Public Safety or Health. If the Association reasonably determines that there is a violation of the Declaration, Bylaws, Covenants, or other Governing Documents of the Association that does not threaten public safety or health, the Association shall follow the below process:

   a. Warning Letter. The Association shall send a Warning Letter to the Owner via regular US mail. The letter must provide an explanation of the nature of the violation, the action(s) required to cure the violation, and up to 10 days to cure. The letter shall be in English and in any language that the Owner has indicated a preference for correspondence.

b. First Notice of Violation. Upon expiration of the initial cure period in the Warning Letter, if the violation continues to exist the Association shall provide a First Notice of Violation. The notice must be sent via certified mail, return receipt requested. The notice must provide an explanation of the nature of the violation, the action(s) required to cure the violation, a thirty (30) day cure period, and the Fine Notice language in Paragraph 7. The notice shall be in English and in any language that the Owner has indicated a preference for correspondence.

c. Second Notice of Violation. Upon expiration of the thirty (30) day cure period in the First Notice of Violation, if the Association does not receive notice from the Owner that the violation has been cured per Paragraph 6 below, the Association shall inspect the unit within seven (7) days after the expiration of the first thirty (30) day cure period to determine if the violation has been cured. If the violation still exists, the Association may impose a fine pursuant to Paragraph 7.

A Second Notice of Violation shall then be sent via certified mail, return receipt requested. The notice must provide an explanation of the nature of the violation, the action(s) required to cure the violation, a second thirty (30) day cure period, and the Fine Notice language in Paragraph 7. The notice shall be in English and in any language that the Owner has indicated a preference for correspondence.

d. Violation Not Cured. If the violation remains uncured, the Association may impose fines after the first thirty (30) day cure period has elapsed pursuant to Paragraph 7, and may take legal action after the second thirty (30) day cure period has elapsed.

6. Process for Curing Violation.

a. Owner Notifies Association of Cure. If an Owner cures the violation within any cure period afforded the Owner, the Owner may notify the Association of the cure and, the Owner sends notice to the Association with visual evidence that the violation has been cured, the violation is deemed

cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.

b. Information Provided to Owner After Cure. Once the Association determines that an Owner has cured a violation, the Association shall notify the Owner, in English and in any other language that the Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I).

i. That the Owner will not be further fined with regard to the violation; and

ii. Of any outstanding fine balance that the Owner still owes the Association.

7. Fine Notice. Except for the warning letter in Paragraph 5(a) all notices of violation shall state that the Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on the notice. The notice shall also state the potential fine pursuant to the applicable schedule in Paragraphs 13 and 14. For a violation that threatens public safety or health since the letter only provides seventy-two (72) hours to cure, any request for a hearing occurring after the seventy-two (72) hours shall address such fines before they become applicable.

8. Notice of Hearing. If a hearing is requested by the Owner, the Board, committee or other person conducting such hearing, may serve a written notice of the hearing to all parties involved at least ten (10) days prior to the hearing date.

9. Impartial Decision Maker. Pursuant to Colorado law, the Owner has the right to be heard before an "Impartial Decision Maker." An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have

any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

10. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Neither the Complainant nor the Owner or alleged Violator are required to attend the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e).

11. Failure to Timely Request Hearing. If the Owner fails to request a hearing pursuant to Paragraph 7, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the Unit Owner may be assessed a fine pursuant to these policies and procedures.

12. Notification of Decision. The Impartial Decision Maker's decision shall be in writing and provided to the Owner within ten (10) days of the hearing, or if no hearing is requested, within ten (10) days of the final decision.

13. Fine Schedule for Violations that do Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do threaten Public Safety or Health:

First Notice	First Notice of Violation (¶4a)
Up to seventy-two (72) hours to cure	$50 every other day

After an Owner has failed to cure a violation which threatens public safety or health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Owner fifty dollars ($50.00) every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Owner that failure to cure may result in a fine every other day and only one hearing shall be held.

The Association may also turn over any violation to the Association's attorney to take appropriate legal action once the seventy-two (72) hour cure period has expired and the violation remains uncured.

14. Fine Schedule for Violations that do not Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety or health:

Warning Letter Up to ten (10) days to cure	Warning Letter (¶5a) No fine
First Violation (of same covenant or rule) Thirty (30) days to cure	First Notice of Violation (¶5b) $200.00
Second Violation (of same covenant or rule) Additional thirty (30) days to cure	Second Notice of Violation (¶5c) $300.00

The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two thirty (30) day cure periods have expired and the violation remains uncured.

15. Waiver of Fines. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violation being resolved and staying in compliance with the Articles, Declaration, Bylaws or Rules.

16. Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means

which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

17. Other Charges. In addition to the fines outlined above, each Owner shall be liable to the Association for any damage to the Common Elements or for any expense or liability incurred by the Association which may be sustained because of negligence or willful misconduct of such Owner or a guest of the Owner, and for any violation by such Owner or guest of the Declaration or the Association's rules and regulations. In any action to enforce any violation, the Association, if it prevails, shall be entitled to recover all costs, including without limitation, attorney fees, and courts costs, reasonably incurred in such action.

18. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

19. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

20. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Master Community Association, Inc. certifies that the foregoing Policy was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on August 17, 2022, and in witness thereof, the undersigned has subscribed their name.

Master Community Association, Inc., a Colorado nonprofit corporation

By: ______________________________

Shalise Hudley-Harris
President

Appendix 3

Second Restated Management Agreement with the Park Creek Metropolitan District

SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of May 1, 2020 (the "Effective Date") by and between the Park Creek Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), and the Master Community Association, Inc., a Colorado nonprofit corporation ("Association"). The Association and District are hereinafter referred to together as the "Parties" or separately as a "Party".

Recitals

This Agreement is made with respect to the following facts:

A. The District is responsible for the construction, operation, maintenance, repair and replacement of certain infrastructure facilities within the Stapleton Service Area in accordance with the District Service Plan ("District Service Plan") and the Master Facilities Development Agreement ("MFDA") dated as of February 12, 2001 between the City and County of Denver ("City"), the District and Forest City Enterprises, now operating as Forest City Realty Trust, Inc. ("Forest City"), and applicable Individual Facilities Development Agreements (IFDA's) between the District and the City.

B. The District and the Association have previously agreed that certain of the infrastructure facilities completed and to be subsequently constructed by the District (the "Facilities") should be managed, operated, maintained, repaired and replaced by the Association in accordance with the terms of this Agreement. A matrix of the Facilities (the "Matrix") is attached as Exhibit A hereto and made a part hereof. As shown on the Matrix, the Facilities presently include, but are not limited to, various swimming pool facilities, recreational areas, trails, community parks and open space, landscaped areas, alleys and certain other facilities as more particularly described and identified on the Matrix. The Matrix may be supplemented and added to by the Parties from time to time as additional Facilities are constructed.

C. In accordance with the District Service Plan, the District receives revenue from a mill levy of 1.5 mills imposed by the Westerly Creek Metropolitan District ("Westerly Creek") within the Stapleton Service Area to fulfill its operation, maintenance, repair and replacement obligations related to the Facilities.

D. Pursuant to the First Amended and Restated Community Declaration for the Project Area within the Former Stapleton International Airport recorded May 10, 2002 (the "Declaration"), the Association is responsible for the operation and management of the large, master planned community (the "Community") known as Stapleton located in the City and County of Denver, State of Colorado, which community is located on certain real property which is legally described in the Declaration.

E. The Parties desire that the Association will continue to manage, operate, maintain, repair and replace certain of the Facilities for the benefit of the public and the residents of Westerly Creek and the Community. The Parties desire to set forth their mutual agreement

regarding such Association responsibilities. As further set forth in this Agreement, the Facilities for which the Association shall be responsible for management, operation, maintenance, repair and replacement (the "Association Managed Facilities") shall be set forth on Exhibit B attached hereto and made a part hereof, which Exhibit B shall be amended and updated from time to time as provided herein.

F. The Parties have previously entered into the Management Agreement dated as of June 9, 2003, as amended by the Amended and Restated Management Agreement dated as of April 29, 2005 (together, the "Management Agreements"), related to the subject matter of this Agreement. This Agreement is intended to amend, restate and replace the Management Agreements in their entirety.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree as follows:

I. Engagement of Association

A. Appointment of Association. The District hereby engages the Association to manage, operate, maintain, repair and replace the Association Managed Facilities for the "Term" (as defined in Section V below) in accordance with the requirements of this Agreement.

B. Acceptance by Association. The Association hereby accepts the engagement by the District provided in Section I.A above and agrees to manage, operate, maintain, repair and replace the Association Managed Facilities for the Term in accordance with the requirements of this Agreement.

II. Obligations of District

A. Completion and Turnover of Facilities.

(i) The District shall cause the construction and completion of the Facilities in accordance with the District Service Plan, the MFDA and any applicable IFDA. The District shall be responsible for initially obtaining any certificates of occupancy ("CO's") and any operating permits or licenses ("Operating Permits") that are required for the Facilities and for completing any punch list items to be completed in accordance with this Section II.A.(iii) below. Thereafter, the Association shall be responsible for obtaining any renewals of the CO's or Operating Permits necessary for the operation, maintenance, repair and replacement of the Association Managed Facilities. The District will cooperate with the Association in executing documents and taking other steps to enable the Association to obtain any such renewals.

(ii) Upon substantial completion of any Facility, the District's Construction Manager (the "Construction Manager") shall inspect such Facility to determine that it has been constructed in accordance with the construction and design contracts for such Facility and other applicable plans and specifications ("Substantially Complete"). On the later of (a)

such time as the Construction Manager has determined that the Facility is Substantially Complete, or (b) all required CO's and Operating Permits have been issued for the Facility, the Construction Manager shall provide to the District and the Association a certificate (the "Certificate") certifying that the Facility is Substantially Complete, that all required CO's and Operating Permits have been obtained, and that the Facility can be used by the public and shall provide copies of any such CO's and Operating Permits.

(iii) Upon receipt of the Certificate, the Association shall have a period of thirty (30) days to confirm on an independent basis that the Facility has been constructed in accordance with the construction and design contracts for such Facility and other applicable plans and specifications and that the required CO's and Operating Permits have been issued for the Facility. On or before the end of such 30-day period, the Association shall have the opportunity to provide to the District and the Construction Manager a punchlist of items (the "Punchlist") that it believes need to be completed or corrected so that the Facility can be used by the public or the CO's or Operating Permits that it believes need to be obtained for the Facility. If the Association and the District do not agree with the items contained in the Punchlist, the District and the Association shall proceed to the informal dispute resolution process described in Section II.A.(vii) below.

(iv) At such time as the Certificate has been accepted by the Association either by written confirmation or inaction, or the Punchlist has been completed to the Association's reasonable satisfaction, or, if the Parties have proceeded to informal dispute resolution pursuant to Section II.A.(vii) below, at such time as such process has been completed and a resolution has been reached, the District shall so notify the Association and the Facility shall be deemed an Association Managed Facility at 12:01 a.m. on the fifth day after the date of such notice, except that the District shall be responsible for any items that are covered by a warranty, and, during the applicable warranty period, shall be responsible for enforcing the warranty against the warranty provider. During any such warranty period, the Association shall notify the District and the Construction Manager of any repair or maintenance items that it believes to be covered by a warranty.

(v) The Association shall have the discretion not to open a Facility to the public until the Punchlist has been completed or the applicable CO's or Operating Permits have been provided.

(vi) The Association shall keep an updated list of the Association Managed Facilities for which it is responsible under this Agreement and shall provide to the District such list on a semi-annual basis and in connection with the Yearly Report provided to the District under Section IV below.

(vii) In the event that the Association and the District disagree with regard to the Punchlist items identified by the Association under Section II.A (iii) above, either Party may deliver written notice to the other Party specifying the items of dispute, and the Parties shall meet within ten (10) days thereafter to attempt to resolve their differences. If the Parties cannot resolve their differences, either Party may submit such differences to a panel (the "Panel") consisting of one representative appointed by each Party and a third member selected by those two

representatives. The third member of the Panel shall be a professional with at least ten (10) years' experience in construction or design. In the event that either Party so elects, both Parties shall proceed in accordance with this Section and neither Party may proceed with any other remedies at law or in equity or as specifically contemplated under this Agreement until the process set forth in this Section has been completed. The Panel shall be selected within ten (10) days after either Party notifies the other party of its determination that their differences cannot be resolved. The Panel shall meet and propose a resolution of the Parties' dispute not later than thirty (30) days after all Panel members have been selected. Proceedings of the Panel shall be informal, without hearings or formal submissions, the Panel shall have no power to impose any resolution and its decisions shall not be binding on the Parties. The Parties shall review the Panel's proposed resolution and shall meet within fourteen (14) days after issuance of the proposed resolution to seek to resolve their differences based on such resolution. If the Parties are unable to resolve their differences after such meeting, the Parties may proceed to invoke any other remedies at law or in equity or as set forth in Section VI below.

B. Insurance. The District shall carry property insurance for any structural improvements that are part of the Association Managed Facilities in the minimum amount of the insurable replacement cost thereof, which insurance shall provide primary coverage with respect to claims related to damage or destruction of the Facilities. The District also shall carry a broad form general liability insurance included through a self insurance pool with standard coverages for governmental agencies in Colorado. Except for claims, occurrences or suits to which the monetary limits of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq., as amended (the "Act"), apply, there shall be a further sublimit of (a) $150,000 for an injury to any one person in any single occurrence; and (b) $600,000 for an injury to two or more persons in any single occurrences, subject to increases for coverage as required under the Act, but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed $150,000 for each injured person, subject to increases for coverage as required under the Act. Each such insurance policy shall name the Association as an additional insured' if permitted. The District shall provide copies of the certificates of such insurance to the Association on a yearly basis and shall notify the Association of any change in or cancellation of such insurance. Any other insurance maintained by the District shall be in excess of the insurance provided in this section.

C. Costs of Association Activities. Subject to the annual appropriate of sufficient funds therefor by its Board of Directors, the District shall pay the Association for the District's share of the costs and expenses of the Association's activities hereunder in accordance with Section III.H below.

D. No Interference. The day to day operational and management decisions regarding the Association Managed Facilities shall be made by the Association, and the District will not interfere with or otherwise involve itself in the discharge of such obligations.

E. No Conveyance of District Property. No provision of this Agreement is intended, or shall be construed to effect any conveyance, transfer or assignment of any right, title or interest in the Association Managed Facilities to the Association. The sole purpose of this

Agreement is to authorize the Association to manage, operate, maintain, repair and replace the Association Managed Facilities in accordance with the terms hereof.

III. Rights and Obligations of Association

A. Operation, Maintenance, Repair and Replacement. The Association shall manage, operate, maintain, repair and replace the Association Managed Facilities in accordance with the requirements set forth in the Matrix and this Agreement. Except as provided in Section II.A.(i) above, the Association shall maintain, renew and pay for all CO's and Operating Permits necessary for the ongoing operation, maintenance, repair and replacement of the Association Managed Facilities. In connection therewith, Association shall take appropriate actions to correct any hazardous condition that it discovers during routine maintenance and inspection of any Association Managed Facility, it being understood that the frequency of inspection of any Association Managed Facility will vary depending on the type of Facility and that the Association shall have no obligation to inspect an Association Managed Facility more often than would occur during customary maintenance and repair of such Association Managed Facility. The Association's responsibilities hereunder shall include the repair and removal of vandalism, to the extent that it is not considered to be property damage. The Association shall, within ten (10) days after it first becomes aware thereof, notify the District of any personal injury or property damage claim that it receives related to any Association Managed Facility. The Association shall be responsible for paying when due any fines imposed by the City or any utility or other entity that arise from the maintenance, management or operation of an Association Managed Facility by the Association.

B. Hiring and Supervising of Contractors. The Association shall have the authority to enter into contracts as appropriate to perform services hereunder, in its sole discretion. Notwithstanding the foregoing, for any maintenance, repair or replacement contract whose value exceeds $10,000 in any fiscal year, the Association shall use its commercially reasonable efforts to bid such contracts on a competitive basis. The Association shall use reasonable care in selecting such contractors and managing such contracts, and shall remain responsible for the management of the Association Managed Facilities in accordance with the provisions hereof. All such contracts shall contain insurance provisions in compliance with Section III.G below and indemnification provisions in compliance with Section VII.A below.

C. Policies and Procedures. The Association shall establish policies and procedures for use of the Association Managed Facilities consistent with the requirements of this Agreement. In order to carry out the terms of this Agreement, the Association may, among other authorities, (i) limit the use of any Association Managed Facility consistent with the provisions of Section III.D below as may be reasonably necessary for its operation, maintenance, repair and replacement, or (ii) temporarily close any Association Managed Facility in the case of an emergency or as required to perform any maintenance, repair or replacement thereof.

D. Availability for Use. The Association shall make the Association Managed Facilities available for use by the public and by "Members" of the Community, as defined in Section 1.6(ll) of the Declaration ("Members"), who are also residents of Westerly Creek ("Residents/Owners") or property owners within Westerly Creek, during normal business

hours and on such reasonable conditions as may be established by the Association and are consistent with the requirements set forth in this Agreement. The Association shall have the right to limit use of the Association Managed Facilities to the general public who are not Residents/Owners and special event permittees (as specified in Section III.K below) at times other than normal business hours. Any action or determination of the Association in this regard shall be subject to review by the Board of Directors of the District in its discretion.

E. User Fees. The Association shall have the right to charge and collect from any person who is not a Resident/Owner admission or use fees ("User Fees") that have been adopted or approved by the Board of Directors of the District for use of the Association Managed Facilities. All revenue generated by the collection of User Fees shall be used by the Association only to fulfill its obligations under this Agreement. Any revenue generated by the collection of User Fees that is not used by the Association to pay the actual costs of operating, maintaining and repairing the Association Managed Facilities in accordance with the provisions of this Agreement, and any surplus User Fee revenue shall be remitted for the sole use and benefit of the District. The User Fees shall be set on a yearly basis in accordance with Association's yearly budgeting procedures described in Section III.F below.

F. Annual Budget. The Association shall prepare an annual budget for the upcoming fiscal year for all of its activities under this Agreement. On or before October 15 of each year of the Term, the Association shall submit to the District a preliminary version of the annual budget, which shall include a preliminary estimate of the costs of fulfilling the Association's responsibilities under this Agreement and a proposal for the timing of the payments from the District to the Association. Any User Fee recommendations included in the preliminary budget shall be reviewed by the District and shall serve as the basis for the User Fee schedule set forth in Section III.E above. The District shall notify the Association no later than thirty (30) days after receipt of the preliminary version of the annual budget if it objects to the Association's proposal for the amount or timing of the payments from the District to the Association, in which event, the Parties shall meet prior to the submission of the next Yearly Report to resolve such matter.

G. Insurance. The Association, and any contractor performing services on any Association Managed Facility, shall carry comprehensive commercial general liability insurance for a minimum of $2,000,000, which insurance shall provide primary coverage with respect to liability claims related to the operation and maintenance of the Association Managed Facilities. Such insurance shall name the District as an additional insured. The Association shall provide a copy of the certificate of such insurance to the District on a yearly basis and shall notify the District of any change in or cancellation of such insurance. Any other insurance maintained by the Association shall be in excess of the insurance provided in this section.

H. Billing Requirements. The Association shall pay all costs of operating, maintaining, repairing and replacing the Association Managed Facilities, except that the Association shall be reimbursed by the District for those costs specifically identified in the Matrix as the responsibility of the District. Accordingly, the Association shall provide the District with an invoice for the costs attributable to the District in accordance with the annual budget approved for that year. The Association shall also have the right to charge a management

fee equal to five percent (5%) of the costs billed each month to the District for the management services that it provides with respect to the Facilities designated as D-F in the Matrix, which fee may, with the District's approval, be readjusted from time to time if the Association deems that it is not consistent with management fees for similar services in the Denver metropolitan area. The District shall pay to Association the amount of such invoice within thirty (30) days after receipt of the invoice. If payment is not received within sixty (60) days after receipt of the invoice, the Association may declare a default under this Agreement by proceeding in accordance with Section VI below. The Association shall have the right to charge commercially reasonable interest on any past due amounts.

I. Damage or Destruction of a Facility. In the event that any Association Managed Facility or portion thereof is damaged or destroyed by fire or other casualty, the Association shall repair or replace such Association Managed Facility to the extent that proceeds are available from the casualty insurance being carried by either the Association or the District for such Association Managed Facility. The Association shall have no obligation to repair or replace any such Association Managed Facility if casualty insurance is not available for such repair or replacement. In the event that casualty insurance proceeds are not available for such repair or replacement, the Association shall notify District within five (5) days of such damage or destruction, and District shall notify Association within thirty (30) days after receipt of such notice whether it intends to repair or replace such Facility. In the event that the District notifies Association that it does not intend to repair or replace such Facility, such Facility shall be removed from the list of Association Managed Facilities and Association shall have no further obligation for such Facility under this Agreement. In the event that the District decides to repair or replace such Facility, the District shall proceed with such repair or replacement. Such Facility shall be removed from the list of Association Managed Facilities and Association shall have no obligation for such Facility under this Agreement until such time as the District's Construction Manager notifies the Association that such Facility is completely repaired or replaced and the Association has accepted the Facility in accordance with the procedures set forth in Section II.A above.

J. Costs Prohibitive. If the Association believes that the cost of operation, maintenance, repair and replacement of an Association Managed Facility is prohibitively high, the Association shall notify the District of its recommendation that such Association Managed Facility be permanently closed, or closed for a specified duration or changed to a different use. The District shall review and make a determination regarding closure or change of use of such Association Managed Facility within sixty (60) days of receipt of the Association's recommendation. In the event that the District notifies the Association that such Association Managed Facility shall remain open or the use shall not change, such Association Managed Facility shall be removed from the list of Association Managed Facilities and the Association shall have no further obligation for such Facility under this Agreement effective immediately. If the Association has recommended that the use of the Associated Managed Facility should change and the District has approved such change in use, the Association shall take such actions as are necessary to change the use of such Association Managed Facility, provided that the Parties are able to agree on an acceptable allocation of the costs and expenses that will be incurred by the Association to accomplish such change in use.

K. Special Events. The Association shall have the right to authorize the use of any Association Managed Facility for special events to benefit the public or Residents/Owners of the Community, including, without limitation, wine tastings, farmers' markets, parties, sporting events, and concerts, which events, may, among other activities, involve the serving of alcoholic beverages. The Association shall enter into appropriate contracts with the sponsors of such events establishing the terms and conditions for such permitted use, shall obtain or require to be obtained from appropriate governmental agencies and other entities, all appropriate licenses, permits and other approvals for such events, and shall operate such events in accordance with applicable laws. The Association also shall obtain or require the sponsors of such events to obtain a minimum of $2,000,000 in liability insurance (including, for events serving alcoholic beverages, liquor host liability insurance) and to name the Association and the District as additional insured parties on such policies. The District hereby authorizes the Association to engage in such activities under this Agreement provided that the Association complies with the provisions of this Section and that such activities are not discriminatory in their application to the public and are consistent with all laws governing the use of such Association Managed Facilities. The Association may charge for attendance at such events and may charge vendors for participation in such events, which charges shall be within the Association's sole discretion and shall not be considered to be User Fees under Section III.E above.

IV. Yearly Report

On or before January 15 of each year of the term, the Association shall provide to the District for its review a report (the "Yearly Report") containing the following items: (1) an update of Exhibit B setting forth a list of all Association Managed Facilities for which the Association is then currently responsible, (2) a review of the costs and expenses of operating, maintaining, repairing and replacing the Association Managed Facilities for the immediately preceding fiscal year, if any, (3) a schedule of any User Fees for use of the Association Managed Facilities and (4) a final budget of the Association's costs of fulfilling its responsibilities under this Agreement and the timing for payment by the District to the Association of the District's share of such costs. Within thirty (30) days after the Association's submission of the Yearly Report to the District, the Association and the District shall complete a revised Exhibit B that updates the list of the Association Managed Facilities so that it is consistent with the list provided in the Yearly Report.

V. Term

The initial term of this Agreement shall begin on the Effective Date and shall end on the date that is ten (10) years thereafter (the "Initial Term Date"). Thereafter, this Agreement shall automatically renew for successive five (5) year periods, unless either Party gives notice to the other Party at least sixty (60) days prior to the end of any such five-year period, that it desires to terminate this Agreement or unless earlier terminated pursuant to Section VI below. The first such subsequent five-year period shall begin on the Initial Term Date and end on the Date that is five (5) years thereafter (the "Option Term Date"), and each subsequent five-year period shall begin on each Option Term Date and end on the date that is five (5) years thereafter. Any other provision notwithstanding, the District may at any time following at least ninety (90) days prior

written notice to the Association and a reasonable opportunity of the Parties to modify any objectionable provision of this Agreement, terminate this Agreement if the continuation of the Agreement would cause an ongoing and noncurable violation of any law or provision of the District bond indenture, or result in any material financial loss to the District.

VI. Default and Remedies

A. Default. If either Party fails to perform any of its responsibilities or obligations as required by this Agreement, including without limitation the District's failure to appropriate funds to make payments in accordance with Section II.C above, or if either Party files a petition in bankruptcy or a petition for creditors' relief, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty-day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect, (ii) to terminate this Agreement as of any specified date, or (iii) suspend services until the breach is cured.

B. Remedies. In the event of a default as set forth above, the non-defaulting Party shall be entitled to recover damages, including an award of reasonable attorney fees, and to seek any other remedy available at law or in equity, including an action for specific enforcement, for any uncured breach of this Agreement. None of the remedies provided under this Agreement shall be required to be exercised as a prerequisite to seeking any other relief to which such Party may be entitled. The rights and remedies of the Parties under this Agreement are cumulative, and the exercise of any one or more of such rights shall not preclude the exercise of any other right or remedy for any other default at the same or different times. Any delay in asserting any right or remedy under the Agreement shall not operate as a waiver of any such right or limit such rights in any way.

VII. Indemnification

A. The Association and its contractors respectively shall indemnify the District, its directors, officers, agents and employees and hold them harmless from all court costs, attorney's fees, judgments, amounts paid in settlement of claims and other direct expenses including, but not limited to, witness fees and expert witness studies which are actually and reasonably incurred in defending claims relating to the management, operation, maintenance, repair or replacement of the Association Managed Facilities and to injuries, death or property damage suffered by any person while on the Association Managed Facilities, if the acts or omissions arise out of any negligent act or omission or other tortuous conduct of the Association, its directors, officers, agents and employees, or any contractor or their employees, or arise out of their failure to discharge properly Association's responsibilities under this Agreement.

B. To the extent allowed by law, and without waiving, releasing or otherwise limiting the protections, immunities, limitations and defenses under the Act or other laws, the District shall indemnify the Association, its directors, officers, agents and employees and hold them harmless from all court costs, attorney's fees, judgments, amounts paid in settlement of

claims and other direct expenses including, but not limited to, witness fees and expert witness studies which are actually and reasonably incurred by the Association in defending claims relating to (i) any physical condition of the management of the Association Managed Facilities for which the Association has no responsibility under this Agreement or (ii) any act or omission of the District, its directors, officers, agents and employees resulting in injuries, death or property damage to any person while on the Association Managed Facilities for which the sovereign immunity of the District has been waived pursuant to the Act.

C. The Association, its officers and employees shall not create, file or cause any mortgage, pledge, lien, charge, encumbrance or claim of any nature ("Claim") on, against, or with respect to the Association Managed Facilities. The Association shall promptly notify the District of any such Claim, shall take such action as may be necessary to fully discharge and release any Association Managed Facility from such Claim, and shall indemnify the District for any and all costs, including reasonably attorney fees, incurred by the District with respect to the discharge and release of such Claim.

VIII. Preservation of Bond Tax Exemption

The Parties are aware that the Association Managed Facilities have been financed in whole or in part with the proceeds of tax-exempt bonds (the "Bonds") issued pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The Parties intend that the Agreement is a management contract meeting the requirements of the IRS Revenue Procedure 97-13, such that the Association Managed Facilities will not be treated as used in a private trade or business within the meaning of Section 141 of the Code. To the extent amendment, modifications or changes to this Agreement are required by law to maintain the tax-exempt status of the Bonds, the Parties will consent to and execute such amendments, modifications and changes as required by the District's bond counsel.

IX. Miscellaneous Provisions

A. Costs. Each Party shall bear its own costs related to the preparation of this Agreement.

B. Entire Agreement. This Agreement and the exhibits attached to it or incorporated by reference constitute the entire, integrated agreement of the Parties with respect to the matters addressed herein.

C. Amendment. This Agreement, and each and every of its terms and conditions, may be added to or amended only by the mutual written agreement of the Parties, which agreement shall be executed with the same formalities as this Agreement has been executed.

D. Assignment; Binding Effect. This Agreement shall not be assigned by either Party without the written consent of the other Party. This Agreement shall be binding on the Parties, their successors and assigns.

E. Notices. Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally, delivered by overnight courier service, or sent by certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given at the time it is personally delivered, the day following being placed with any reputable overnight courier service for next day delivery, or, if mailed, on the third day after such mailing.

Notices to the Association:

Master Community Association, Inc.
Attention: Keven A. Burnett
8351 E. Northfield Blvd
Denver, Colorado 80238

With copies to:

Forest City
7351 E. 29th Avenue
Denver, Colorado 80238
Attn: Brian Fennelly

Notices to the District:

Park Creek Metropolitan District
Attention: Tammi Holloway
7350 E. 29th Avenue, Suite 200
Denver, Colorado 80238

With a copy to:

Collins, Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, Colorado 80228
Attn: Paul Cockrel

F. Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid; provided, however, that the Parties shall use their best efforts to attempt to accomplish the same objectives of the invalidated provisions through other means.

G. Enforcement. This Agreement shall inure to the mutual benefit of the Parties hereto and their respective heirs, successors and assigns, but to no other person or entity, and shall be enforceable according to its terms and conditions under the laws of the State of Colorado.

H. Recitals. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

I. Paragraph Headings. The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of all which shall together constitute one and the same document.

K. No Recording. This Agreement shall not be recorded.

L. Time of the Essence. Time is of the essence in the performance of the obligations under this Agreement.

M. Attorney Fees. In the event of any dispute related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all attorney fees and costs incurred.

N. Termination of Management Agreements. This Agreement amends, restates, replaces and terminates the Management Agreements in their entirety.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

ASSOCIATION

Master Community Association, Inc.

By: ______________________

Its: Executive Director

DISTRICT

Park Creek Metropolitan District

By: ______________________

Its: President

Appendix 4

Rules and Regulations for Community Maintenance

Rules and Regulations for Community Maintenance

The following are the Rules and Regulations for Community Maintenance. These Rules are Regulations are adopted pursuant to the First Amended and Restated Community Declaration. The Master Community Association will enforce these Rules and Regulations in accordance with Association policy and applicable state law. Violation of the Rules and Regulations is subject to administrative citation and fines not to exceed five hundred dollars ($500).

1. **Landscaping Requirement** – It shall be the responsibility of the occupant and/or owner to maintain every front and side yard on real property with plants, shrubs, turf, or other landscaping in healthy and live condition at all times. Barren soil, patches of dirt, or weeds shall be prohibited. All turf and plants shall be properly irrigated at all times. Shrubs and plants shall not overhang the sidewalk or alley.

2. **Trees** – It shall be the responsibility of the occupant and/or owner to cut, prune and remove all tree branches lower than eight (8) feet over sidewalks, thirteen and one half (13.5) feet over a street or alley, and remove any diseased, dead, dying or structurally unsound trees.

3. **Weeds/Grass** – It shall be the responsibility of the occupant and/or owner of any real property to cut and remove any weeds or tall grass over 8 inches on any developed property and 12 inches on any undeveloped lot. The occupant and/or owner shall remove weeds outside the rear and side fences up to the curb of the lot or the centerline of the alley.

4. **Fences** – All fences shall be maintained in good structural condition at all times. Design review shall be required for the moving of a fence line from its original location.

5. **Trash** – It shall be prohibited for the occupants and/or owners to allow for the accumulation or storage of any trash that is not stored in a city-approved container; is offensive to sight or is otherwise unsanitary.

6. **Exterior Maintenance** – All structures shall be maintained in a state of good repair and painted.

7. **Alleys** – It shall be the responsibility of the occupant and/or owner to clean and maintain the area from the rear property line of the lot to the centerline of the alley. It shall be prohibited for anything to be kept or stored in the alley without written authorization and nothing shall be altered on, constructed in, or removed from the alley. The alley shall include the land that is adjacent within three (3) feet of the concrete surface.

8. **Right-of-Way Maintenance** – Occupants and/or owners of real property abutting a public right-of-way shall provide for landscaping and maintenance of such right-of-way. The right-of-way shall consist of the area between the property line of the lot and the curb line or edge of the roadway and between the property line of the lot and centerline of the alley.

Appendix 5

Parking Rules and Regulations

Parking Rules and Regulations

The following are the Parking Rules and Regulations. These Rules are Regulations were adopted pursuant to the Second Amended and Restated Park Creek Metropolitan District Management Agreement. The Master Community Association will enforce these Rules and Regulations in accordance with Association policy and applicable state law. The Association shall apply these Rules and Regulations only to the property owned by the Park Creek Metropolitan District pursuant to the management agreement. These Rules and Regulations shall not be applied to a public street not owned by the Metro District.

Violations of these Rules and Regulations shall not be deemed to be a Covenant Violation. The Association acting as agent for the Park Creek Metropolitan District shall take action against a vehicle in found in violation of these Rules and Regulations. Violation of the Rules and Regulations is subject to administrative citation and fines of up to fifty dollars ($50) per violation, or the impounding of the offending vehicle.

1. **Abandoned Vehicles** – It shall be prohibited for a vehicle to be parked in the same place continuously for a period in excess of seventy-two (72) hours. A vehicle shall be considered in violation if it has not been moved at least one hundred (100) feet during the seventy-two-hour period of time.

2. **Violation of Posted Sign** – At any place where signs are posted, it shall be prohibited for a vehicle to be parked in any manner in violation of, or contrary to, the provisions contained on such signs.

3. **Oversized Vehicles** – It shall be prohibited to park a vehicle exceeding six thousand (6,000) pounds empty weight or twenty-two (22) feet in length for a period of time exceeding two (2) hours.

4. **Trailers/Recreational Vehicles** – It shall be prohibited to park on an automobile trailer, boat trailer, or recreational vehicle not attached to a licensed vehicle. An automobile trailer, boat trailer, or recreational vehicle attached to a licensed vehicle may be parked for a period of time not to exceed seventy-two (72) hours.

5. **Alley Parking** – It shall be prohibited to park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or freight, and no person shall stop, stand or park a vehicle within an alley.

6. **Fire Lanes** – It shall be prohibited park, stop or allow a vehicle to stand within ten (10) feet of a fire hydrant, or within twenty (20) feet of the entrance to any fire station, or within an area that has been designated by proper sign to be a fire lane.

Appendix 6

Rules and Regulations for Park Use

Rules and Regulations for Park Use

GENERAL PROVISIONS

Purpose

These rules and regulations establish restrictions and prohibitions with respect to public activities and behavior in and public use of parks and managed facilities operated by the Master Community Association, a Colorado Non-profit Corporation (MCA) acting as an agent property owner Park Creek Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (PCMD).

Authority

On May 1, 2020, the MCA entered into the Second Amended and Restated Management Agreement (agreement) with the PCMD. The MCA pursuant section III.A of the agreement, shall manage, operate, maintain, repair and replace MCA managed facilities located on land owned by the Park Creek Metropolitan District (managed facilities). Section II, D provides that there shall be no interference by the PCDM in day-to-day operation of the MCA. Pursuant to section III.C of the agreement the MCA shall, subject to approval of the PCMD establish general policies and procedures for use of managed facilities.

Pursuant to section III.C.i the MCA shall has the authority to limit use of all managed facilities while complying with section III.D; which provides the MCA shall make available all managed facilities during normal business hours and such reasonable conditions as established by the MCA consistent with the obligations of the agreement.

Managed facilities are private land owned by the PCMD. The PCMD though the agreement has issued a general consent for their land to be used by the public. Section III.C.i of the agreement provides the MCA the ability to act as an agent for the PCMD land. Failing to comply with the park rules will result in the MCA withdrawing consent to use the managed facilities and then the individual is considered trespassing.

Application

The Rules & Regulations for Park Use as set forth herein are applicable to members of the public who seek to enter in or on Managed Facilities (as defined in Part II), engage in activities in or on Managed Facilities, or make some use of Managed Facilities.

These Rules and Regulations shall not apply to the following: 1) MCA staff performing their duties in or on Managed Facilities; 2) police, fire and emergency personnel performing their duties in or on Managed Facilities; 3) contracted persons performing services, installing equipment, or making improvements in or on Managed Facilities as specified in contract with the MCA; and 4) other persons authorized by the Executive Director to enter, engage in

activities or make use of the Managed Facilities so long as the entry, activity or use is in compliance with the authorization given.

Effect on Other Lawful Requirements

Nothing in these Rules & Regulations is intended to reduce, limit, waive, override, or supersede legal requirements for compliance by members of the public with other Local, State or Federal law, including but not limited to compliance with rules and regulations adopted, any licenses or permits issued, or other authorizations or approvals required by City and County of Denver or State of Colorado departments and agencies.

Enforcement

These Rules & Regulations are subject to enforcement as authorized by the laws of the State of Colorado and City and County of Denver, in particular, DRMC 38-115. The Executive Director shall issue policy and procedures for the enforcement of these Rules & Regulations.

Definitions

MCA means the Master Community Association, a Colorado Non-Profit Corporation.

PCMD means the Park Creek Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Executive Director means the person appointed as Executive Director by the Board of Directors of the MCA.

DRMC means the Revised Municipal Code of the City and County of Denver.

Agreement means the Second Amended and Restated Management Agreement between the PCMD and MCA dated May 1, 2020.

Managed Facilities means those parcels of real property owned by the PCMD. This include but are not limited to those parcels of real property listed in Exhibit B of the agreement, which from time to time will be updated.

Permit means a means a revocable and nontransferable document issued by the MCA allowing for the use of specific Park at a specific date and time.

Rules and Regulations means those Rules and Regulations stated herein.

Park means those Managed Facilities for which the MCA has accepted for operation, maintenance and improvement.

Interpretation

These Rules & Regulations are to be interpreted and applied in accordance with their specifications and definitions and in accordance with the common and ordinary meaning of words and phrases not otherwise specified or defined in these Rules & Regulations.

Persons Affected

If any provision of this Manual or the application thereof to any person or circumstance is held to be invalid, the reminder of the Manual, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect.

Any person aggrieved and affected by this Manual has the right to request judicial review by filing an action with the Denver District Court within 90 days of the effective date of this Manual. A duplicate copy of this Manual shall have the same effect as the original.

Amendment

These Rules & Regulations may be amended from time to time by written order of the Executive Director.

RULES & REGULATIONS

Park Hours

MCA Parks are open to the public between the hours of 5:00 AM and 11:00 PM. It shall be prohibited for any person to enter or come upon a Park outside of the open hours.

A person may enter or come upon Park during the closed hours if the following conditions exist:

Events or specific activities for which a permit has been issued or a contract with the MCA has been entered authorizing the events or specific activities during closed hours, so long as there is compliance with the terms, conditions and restrictions of the permit or contract. All events are subject the Rules and Regulations for Special Events.

The amphitheater and related facilities, including parking located at Founders Green Park and Conservatory Green Park when said amphitheater is open to the public as part of an event permitted or authorized by the MCA.

Closures

A Park, or a part thereof, is deemed closed to the public when closure is declared or ordered by the Executive Director or designee. Closure occurs when the area subject to Executive Director's or designee's closure declaration or order ("Closed Area") is posted for "no entry," "no trespassing," "notice to vacate" or similar posting alerting the public to stay out of the Closed Area, or barricades are installed blocking common passages into the Closed Area and entry into the Closed Area can only be achieved by crossing or bypassing the postings or barricades. Notification of closure may also be directly provided by verbal communication or written notice from MCA staff to members of the public who are in or attempting to enter the Closed Area. Collectively, these forms of notification are referred to herein as "Closure Notice". Failure to comply with a Closure Notice shall be prohibited.

Exception to this rule is as follows:

Events or specific activities for which a permit has been issued or a contract with the MCA has been entered authorizing the events or specific activities in a Closed Area, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

Permits

Permits issued by the MCA authorizing certain events, uses or activities on or in Parks shall be complied with, as specified herein. Various types of permits are established and authorized by

the Rules and Regulations for Special Events and/or policies adopted by the Executive Director and may be issued to permittees for various specified events, uses, or activities ("Permits") on or in Parks or portions of Parks ("Permitted Facilities"). These Permits contain terms, conditions, and restrictions which are enforceable by various means. Permits are subject to these Rules & Regulations except to the extent that the rules and regulations and/or policies adopted by the Executive Director for a Permit have express exceptions to the Rules & Regulations or the Permit itself has express waivers to the Rules & Regulations. The MCA shall adopt a permit cancelation policy.

The holder of the Permit and all entities, contractors, persons, invitees and guests present on or in a Permitted Facility at the direction of or with the permission of the holder of the Permit ("Permittees") shall comply with the terms, conditions, and restrictions contained in the Permit.

Enforcement of a Permit will typically occur when there is either a deliberate or substantive violation of the Permit by a Permittee such that the violation:

Presents an unreasonable potential for damage to or actually results in damage to a Park Facility or personal property on or in the Park.

Presents an unreasonable risk of injury to or actually causes injury to persons on or in the Park.

Presents an imminent threat of violation or results in an actual violation of applicable federal, state, or local, law.

In addition, enforcement of a Permit may occur when a Permittee fails or refuses to comply with any warning or admonition, verbal or written, from the MCA staff to not violate the Permit or to cease or to rectify a violation of the Permit.

Upon presentation of a valid and active Permit granting a Permit holder the right to utilize a Permitted Facility, any member of the public present in or on said Permitted Facility must relinquish to a Permittee and promptly vacate said Permitted Facility during the date and time specified in the Permit. When there is no Permit or when the Permit has expired, the public may utilize the Permitted Facility subject to the Rules & Regulations unless the Permitted Facility is only available for permitted uses.

Admission fees required by the MCA for public access or admission to enter or use a Park or portions thereof, shall be paid prior to such access, admission or use. Except when the MCA has waived or reduced the payment of an Admission Fee, but only to the extent that the Admission Fees were waived or reduced.

Permits are required for certain events, uses or activities in the Park, or portions thereof, and public engagement in these certain events, uses or activities without obtaining the required

permit for the Park, or portions thereof, is prohibited, as specified herein. Permits shall be issued in conformance with the Rules and Regulations for Special Events.

Permits shall be required for the following purposes:

A Demonstration or gathering of more than twenty-one (21) persons in a public forum area of a Park, or a portion thereof, for the purpose of a public meeting, assembly, speech, protest, rally, or vigil involving the expression of ideas, opinions, dissent, or grievances.

A Festival or gathering of more than twenty-one (21) persons brought together for a public event in a Park, or a portion thereof, at which the MCA has authorized the conduct of Festivals, and includes one or more the following events, uses or activities: entertainment, food and beverage sales, goods and services vending, spectator sports, electronic visual displays (including light shows, movies, televised events, multi-media displays, etc.), animal shows, petting zoos, parades, or an admission-based event where the public is required to pay a fee to participate. Any event in a Park involving the sale and service of Alcohol Beverages. A Festival may include a Demonstration as part of the Festival event, uses or activities. Festivals are governed by the Rules and Regulations for Special Events.

A Picnic/Special Occasion, an organized gathering of more twenty-one (21) persons for a by-invitation-only function such as a family occasion, a birthday or graduation party, a school reunion, a corporate social event, a wedding or similar restricted attendance event in a Park, or a portion thereof. A Picnic/Special Occasion shall include use of a Park, or portion thereof that is exclusive to a particular group or people.

A Team Sports Activity that meets the requirements under Section II.M of these Rules and Regulations.

A Commercial activity which includes the selling of goods or services that is not an authorized part of a Festival, Picnic/Special Occasion or Team Sports Activity, or that meets the requirements of a Private Outdoor Fee-Based Activity (“POFA”) as defined in Section II.P of these Rules and Regulations.

The temporary installing of a tent, canopy, lean to, or other similarly constructed device that requires the installation of stakes greater than twelve (12) inches in length.

The temporary installing of any inflatable structure, including without limitation any jumpy castle, obstacle course, amusement activity or other similarly designed device.

Any other purpose for an action or activity that these Rules and Regulations require a permit to conduct. Including without limitation the modification of property, camping and the sale of goods or services.

Unauthorized Modification or Destruction of Property

The removal, damage, destruction or defacing of any part of any Park or potion thereof shall be prohibited. This prohibition includes graffiti, vandalism, marking, cutting, breaking or any contact resulting in damage, destruction or defacing.

The picking, removal and/or destruction of vegetation (trees, shrubs, plants, turf, flowers, etc.) or the collecting of firewood in or on a Park shall be prohibited. Unless such action is for which a permit has been issued or a contract with the MCA has been entered authorizing such action and so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

No structure or enclosure shall be constructed, erected, installed or staked in any Park. This includes, but is not limited to: tents, shacks, booths, stands, amusement devices, recreational equipment, carnival equipment, monuments, art work and other improvements or furnishings, temporary or permanent. Except those structures or enclosures that are constructed, erected installed or staked for which a permit has been issued or a contract with the MCA has been entered authorizing such action and so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

No signs, posters, banners, or advertising are to be constructed, erected, installed or placed in any Park unless approved in writing by the MCA.

Camping

It shall be prohibited to camp or reside overnight in any park. “Camp" means to reside or dwell temporarily in a place, with or without shelter. The term "shelter" includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions.

Except camping shall be permitted in those places and at such times for which a permit has been issued or a contract with the MCA has been entered authorizing such action and so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

Fires & Firearms

The starting and maintaining of fires in a Park shall be prohibited except for fires in grills, fire pits and fireplaces provided for that purpose in a Park or charcoal or gas grills brought to a Park by a user. All fires must be totally contained within the grill, fire pit or fireplace and must be attended to and controlled at all times. Privately owned charcoal or gas grills must be placed so

that they are least twelve (12) inches off the ground and not on picnic tables or benches. Fire fuel is limited to gas, wood and charcoal. Charcoal starter fluid may be used but only to the extent necessary to start or maintain a controlled fire. Gasoline or other highly flammable or combustible liquids (other than charcoal starter fluid) are prohibited. All fires must be completely extinguished, and the burnt charcoal and ashes removed from the Park prior to the person who started or maintained the fire leaving the Park. All burnt charcoal and ashes must be lawfully disposed of. The Executive Director may prohibit an otherwise authorized fire if they determine that this action is necessary for the preservation of health and safety.

Fireworks of any kind shall be prohibited in a Park. This prohibition includes the possession, sale, ignition and discharge of fireworks. Fireworks are as defined in the adopted Denver Fire Code, as amended. Except events, pursuant to the Rules and Regulations for Special Events, or specific activities for which a permit has been issued or a contract with the MCA has been entered authorizing the professional discharging and display of fireworks otherwise restricted or prohibited by this rule, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

Firearms shall be prohibited in a Park. This prohibition includes the possession, display, flourishing or discharge of firearms. Firearms means pistols, revolvers, handguns, rifles, shotguns, machine guns, air guns, gas operated guns, spring guns, and any firearm that can discharge a bullet or metal shot or pellets. This prohibition shall also include weapons including without limitation blackjacks, nunchakus, brass knuckles or similar artificial knuckles, switchblades, knives with blades greater than 3 1⁄2 inches, explosive devices, incendiary devices, bombs, b-b guns, pellet guns, paintball guns, Airsoft-type guns, cross bows, long bows, slingshots and similar potentially dangerous weapons.

Alcohol

The sale, service, possession, and consumption of Alcohol Beverages is prohibited in all Parks except in those places and at such times for which a permit has been issued or a contract with the MCA has been entered authorizing such action and so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

Alcohol Beverages means fermented malt beverage or malt liquor (beer); vinous liquor (wine or champagne); or spirituous liquor (hard liquor). And shall conform, at a minimum, to the definition and restrictions imposed by the Colorado Liquor Code under Article 47 of Title 12 of the Colorado Revised Statutes, as amended.

The sale and service of Alcohol Beverages is allowed as may be conditioned in accordance with certain duly obtained permits in accordance with the Rules and regulations for Special Events. The following requirements, restrictions and prohibitions apply to the sale and/or service of Alcohol Beverages in association with all permit types:

If instructed by the MCA, the permittee shall contact the Denver Department of Excise and Licenses and obtain any required Liquor License as determined by the Denver Department of Excise and Licenses.

Any Alcohol Beverages must be served, sold and consumed, at the location(s) and on the premises as specified in the Liquor License and as may be further restricted by the permit issued by MCA.

The permittee shall comply with all local, state, and federal laws, rules, and regulation applicable to the sale and/or service of Alcohol Beverages.

All sales and/or service of Alcohol Beverages shall conclude one (1) hour prior to the end of the event but no later one (1) hour prior to park closure.

Alcohol Beverage selling or serving stations must be located a minimum of fifty feet (50') from any playgrounds.

Alcohol Beverages are prohibited from being served to the public in glass containers.

If instructed by the MCA, the permittee must obtain the appropriate Liquor Liability Insurance as may be required based upon the permit type.

Liquor License means any license or permit issued by the Denver Department of Excise and Licenses, the Colorado Department of Revenue, and/or other governmental authority as required by and in conformance with State laws and rules and regulations and Denver laws and rules and regulations regarding Alcohol Beverages.

Permittees may be granted the right to serve and/or sell Alcohol Beverages under a Public Event permit issued pursuant to the Rules and Regulations for Special Events. Permittees wishing to serve and/or sell Alcohol Beverages under a duly issued Public Event Permit shall agree to and comply with the requirements and restrictions of these Rules and Regulations an all special requirements and restrictions imposed by the MCA and all requirements and restrictions contained in the Rules and Regulations for Special Events.

If Alcohol Beverages are sold or served at a public event, the permittee is required to obtain and pay for off-duty Denver Police Officers from the beginning of alcohol service to the end of the event. An exception to this requirement may be granted by the MCA upon the Applicant demonstrating, to the satisfaction of the MCA, that an adequate alternative system of alcohol security will be provided.

The sale and/or service of Alcohol Beverages shall be prohibited in association with a Permit for at a Sports Facilities.

Marijuana

The consumption, use, display, transfer, distribution, sale, or growth of marijuana in a Park shall be prohibited.

Smoking

Smoking of any substance for any purpose in a Park shall be prohibited.

Sales of Goods and Services

The sale of goods or services including but not limited to any offering, sampling, soliciting, vending, bartering, bargaining and/or delivery of goods and/or services to or with the public, food and beverage vending, private recreational, personal training or exercise program services, solicitation for passage by any type of vehicle, motorized or non-motorized (including horses and other ride animals), for hire or gratis and circulation of any petition or documentation for a political or commercial purpose, shall be prohibited in a Park, or portion thereof. Unless authorized by a permit or a contract with the MCA so long as there is compliance with the terms, conditions and restrictions of the permit or contract. This prohibition shall extend to the streets and sidewalks within three hundred (300) feet of the boundary of a Park.

Disturbing the Peace

An action or behavior or the promotion or instigation of action or behavior that disturbs the peace of the public in the Park shall be prohibited (Misbehavior). Such Misbehavior includes violent, tumultuous, offensive or obstreperous conduct; loud or unusual noises; unseemly, profane, vulgar, obscene or offensive language calculated to provoke a breach of the peace; or the assault, striking or fighting of another person. The use of sound amplification systems (e.g., loudspeakers, public address systems, radios, tape or disc players, etc.) in such a manner as to breach the peace and quiet of a Park shall be prohibited. Except at such times for which a permit has been issued or a contract with the MCA has been entered authorizing such action and so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

The use of such sound amplification systems is subject to the requirements, restrictions, conditions, exceptions, definitions, and penalties prescribed in DRMC Chapter 36, DRMC Section 38-89, and DRMC Section 38-101.

Animals

A domestic animal such as a dog is shall not be allowed to run loose or be left unattended on or in a Park. A domestic animal is regarded as being “loose” if it is not restrained by a leash and properly controlled by the person or persons who brought or allowed the animal into the Park. A domestic animal is regarded as being “left unattended,” even if leashed or restrained, if the animal is alone without the owner in the immediate vicinity of the animal or left tied to a tree or structure in the Park. The deliberate abandonment or release of any animal, domestic pets or Wildlife, in or on a Park shall be prohibited.

It shall be prohibited for an owner or keeper of any dog to fail to prevent such dog from disturbing any person or neighborhood by loud and persistent or habitual barking, howling, or yelping when such action is occurring in a Park.

Excrement of a domestic animal such as a dog left or deposited by such animal on or in a Park shall be promptly and completely picked up and properly disposed of by the person or persons who brought or allowed the animal into the Park.

Littering and Dumping

Broken bottles and glass present a substantial hazard to the users of a Park. For that reason, bottles and other glass containers shall be prohibited in a Park. Except where there is a where there is an authorized food and beverage service for which the use of bottles and glass containers is expressly allowed in the Park and where the food and beverage vendor is responsible for cleaning up broken bottles and glass. Such food and beverage vendor shall have a permit issued or a contract with the MCA authorizing such action and shall comply with the terms, conditions and restrictions of the permit or contract.

The dumping, depositing or leaving anything in a Park shall be prohibited. This includes, but is not limited to: any material, dirt, mud, fill, rubble, debris, dead vegetation, carcasses, discarded furnishings, abandoned vehicles, junk, trash, garbage, waste, broken glass, medical waste, excrement, chemicals, oil, gasoline, combustible or flammable fuel, petroleum products, explosive materials, pesticides, herbicides, ashes, PCB’s, solvents, or any matter classified by law as a hazardous or toxic material or waste. This prohibition includes bringing any of the above items into a Park for the purpose of dumping or depositing the same into any dumpster or disposal receptacle.

Littering shall be prohibited in the Park. All persons generating any trash, garbage, waste, or other refuse (“Litter”) in a Park is responsible for placing the Litter into a disposal receptacle or dumpster provided for that purpose in the Park or, if there is no disposal receptacle or dumpster, for removing from the Park and properly disposing of the Litter.

The prohibition against dumping and littering is extended to any materials or items (not listed above) brought into a Park and left unattended by any person, even when the materials or items have inherent value or good use. Materials or items are deemed "left unattended" if there is no prior authorization the MCA to leave the materials or items in or at the Park and the person bringing the materials or items or who has control of the materials or items:

Exits the Park with no responsible person attending to the materials or items or remaining to properly dispose of the materials or items

Fails to properly take care of the materials or items such that dumping or littering effectively results in physical damage to the Park or injury to the users of the Park has occurred or is likely to occur.

Team Sports

Team Sports means football, rugby, soccer, lacrosse, field hockey, softball, baseball, kickball, ultimate Frisbee, basketball, volleyball, or similar active, higher intensity recreation uses involving team sports.

Team Sports s are to be conducted on or in Sports Facilities intended or designated for Team Sports. In order to avoid conflicts with other Park users or potential injuries or property damage, Team Sports are shall not occur outside of said Sports Facilities. This restriction applies only to those Team Sports scheduled or arranged by a person or persons, other than the MCA, for groups or organized teams, and not to casual or spontaneous (unscheduled) games.

Sports Facilities mean athletic or playing fields, ball parks, basketball courts, volleyball courts, tennis courts, other ball courts or facilities, or related sports or recreational facilities located in a Park.

Many Sports Facilities are subject to being reserved at particular times for sporting events or programs by:
Permits issued to individuals, groups or organizations.

Assignment to leagues or organized sports groups.

For MCA sports and recreational programs.

Collectively "Reserved Use." All members of the public utilizing or occupying, in part or whole, a Sports Facility during the time of a scheduled Reserved Use must promptly leave and vacate the Sports Facility upon being informed of the Reserved Use.

Certain Sports Facilities are subject to being used only upon obtaining a permit for the use of the Sports Facilities ("Permitted Sports Facilities"). No person, other than authorized spectators, without a valid and active permit, may use or engage in any activity within such Permitted Sports Facilities.

No pets or other animals shall be allowed in Sports Facilities. Trained service animals for the disabled are allowed but must be leashed and under control at all times, except that they may be unleashed as necessary so that the animal can provide the services for which it was trained.

Private lessons, coaching or similar services for pay or other consideration, except by authorized personnel, shall be prohibited on Sports Facilities. Except events or specific activities for which a permit has been issued or a contract with the MCA has been entered authorizing private lessons, coaching or similar services for pay or other consideration, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

Any person engaged in any activity allowed under these Rules and Regulations assumes all risks associated with such activity. Any person engaged in any activity allowed under these Rules and Regulations is liable for any damage or injury caused by said activity.

Vehicles

Motorized Vehicle are any wheeled vehicle or device or a trailer (whether or not attached to Motorized Vehicle) including but not limited to an automobile, truck, van, sports utility vehicle, recreational vehicle, golf cart, motorcycle, motor scooter, and motor bike. It shall be prohibited for any Motorized Vehicles to enter or come upon a Park except when parked in an area designated for such parking and subject to compliance with such rules and regulations that may be posted in or near the designated area.

Except events or specific activities, subject to the Rules and Regulations for Special Events, for which a permit has been issued or a contract with the MCA has been entered authorizing the driving and/or parking of Motorized Vehicles or certain types of Motorized Vehicles in a particular location, so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

Wheelchairs and other mobility assisted devices being used by the disabled are exempted from this prohibition, when used as a mobility assisted device.

It shall be prohibited to park or a Motorized Vehicle in a Park during the closed hours of the Park.

Any person engaged in any activity allowed under these Rules and Regulations assumes all risks associated with such activity. Any person engaged in any activity allowed under this these Rules and Regulations is liable for any damage or injury caused by said activity.

Private Outdoor Fee Based Activity

A Private Outdoor Fee-Based Activity (POFA) is defined as a class, clinic, camp, guided activity, program or related service organized and offered for which payment, fee or other consideration is expected to be made to participate. POFA is by-invitation-only or open to the public in general. POFA must be generally recreational in nature or common and customary park use. The conducting of a POFA in a Park shall be prohibited unless a permit has been issued or a contract with the MCA has been entered authorizing such action and so long as there is compliance with the terms, conditions and restrictions of the permit or contract.

Compliance With Lawful Order

All persons shall comply with any lawful order issued by MCA staff when the MCA staff has reason to believe that a violation these Rules and Regulations has occurred. If so ordered by MCA staff, the person in violation must immediately cease the violation and/or take appropriate action to correct or mitigate the effect of the violation. If so ordered by MCA staff, the person in violation must leave the Park when the MCA staff has reason to believe that the person will not comply with a lawful order to cease the violation and/or to take appropriate action to correct or mitigate the effect of the violation.

All persons must provide appropriate and correct identification to an MCA staff when the MCA staff has reason to believe that a violation of the these ules and Regulations has occurred. If the person has available some valid form of identification, such as a driver's license or a work or school badge, the person must promptly present the identification to the MCA staff upon request. If the person does not have available any such identification, the person must provide his or her correct and full name, address and other identifying or contact information the MCA staff may request.

A person shall not interfere with MCA staff in the performance of that MCA staff's duties or evade lawful actions by MCA staff against said person in the enforcement of these Rules and Regulations.

Appendix 7

Rules and Regulations for Special Events

Rules & Regulations for Special Events

A. Special Events. An Association Managed Facility may be used for Special Events. A Special Event is an event that is closed to the general public and for which a Special Event Permit ("Permit") is required. Permits are attainable through the association office.

B. Permit. A Permit is required for any scheduled activity of twenty-one (21) or more attendees and for any scheduled activity that requests the closure and exclusive use of an Association Managed Facility. The Permit must be in the possession of the group while the site is in use. Permits are non-transferable and non-refundable. Any violations of these Procedures or City and County of Denver ordinances may result in immediate revocation of a Permit. A non-transferable, non-refundable Permit will be issued once all the requirements of these Rules & Regulations have been met. For Special Events with an expected attendance of more than 500, the Permit Holder must meet with the Association no less than 45 days prior to the Special Event date.

C. Usage priority. Permits will be issued to applicants in the following order of priority:
   a. Residential Members Master Community Association.
   b. Commercial, Members of Master Community Association.
   c. General public.

D. Permit priority. If a Permit has been granted for the use of an Association Managed Facility, the Permit holder has priority over other users. In the case of double booking, the earliest dated Permit has priority.

E. Opening date. Applications for Special Events may be submitted to the Association beginning the first business day of November for the upcoming calendar year. Applications for Special Events requesting the same dates and same Association Managed Facilities will be reviewed in the order received by the Association. The Association reserves the right to cancel a reservation or revoke a Special Event Permit.

F. The Permit holder is required to obtain and provide to the Association a Certificate of Insurance with a minimum $1,000,000 combined single coverage property and personal liability insurance naming the Association and the District as additional insured parties. The Certificate of Insurance shall contain this exact language: ADDITIONALLY INSURED, THE MASTER COMMUNITY ASSOCIATION, PARK CREEK METROPOLITAN DISTRICT, AND THEIR OFFICERS, OFFICIALS AND EMPLOYEES. The Special Event Permit will not be issued until the Certificate of Insurance is

provided to the Association. In addition, for Special Events where alcoholic beverages will be served, the Permit Holder is required to obtain liquor host liability insurance naming the Association, the District, and Forest City Stapleton, Inc. as additional insured parties.

G. Attendee conduct. The Permit Holder is responsible for his/her actions and the actions of all attendees, outside vendors and contract entertainment at the Special Event.

H. Vehicular access. Driving beyond designated boundaries (as identified in subsection Special Event Site Diagram) to load and unload equipment or transport goods is prohibited. Vehicles can be ticketed and towed at the owner's expense.

I. Disposal of waste materials. Trash and other waste materials must be properly disposed of in dumpsters or trash barrels. Ice may be placed in barrels or spread out on hard surfaces or turf areas if it is clean. Due to the potential damage to vegetation and the sewer system, hot coals and grease must be properly disposed of off-site and not disposed of in dumpsters, flowerbeds or on turf areas.

J. Alcoholic beverages. All State of Colorado liquor laws apply. Alcoholic beverage sales, including purchasing tickets, are prohibited, except under special licensing through the City and County of Denver.

K. Amplified sound. Amplified sound, including but not limited to, P.A. systems, music, stereos, etc. is prohibited except as specifically allowed under a Special Event Permit. All sound, including amplified sound must be positioned so the sound will travel to the interior of the Special Event site with a moderate volume and is allowed only between the hours of 7:00 a.m. and 10:00 p.m. All sound, whether amplified or not, shall be kept to a moderate volume not exceeding 70 dB(A) (the sound pressure level as measured with a sound level meter using the A-weighting network) as defined in the City and County of Denver Municipal Code Section 36-6. The Association reserves the right to restrict the number of hours amplified sound may be used based on the nature of the Special Event. The Association may make further exceptions to the sound restrictions as it may determine in its sole discretion.

L. Canopies and tents. Canopies and tents must be approved specifically under a Special Event Permit and identified under subsection R "Special Event Site Diagram". The Permit Holder shall use sand bag anchors to support such facilities, unless a locate service is used to locate all site irrigation and electrical infrastructure immediately adjacent to canopy or tent location

M. Grills. Barbeque grills, charcoal and/or propane, must be a minimum of 24" off the ground. Grills are not allowed on the picnic tables. Fires are only allowed in shelter house fireplaces and fire pits provided by the Association, if any. Fires and coals must be doused and properly disposed of before leaving the Special Event site. Properly disposed of shall be defined as being placed in a proper trash receptacle or removed from the Association Managed Facilities by the Permit Holder.

N. Fees. All fees and security deposits are due in full and must accompany the application or the application will not be considered. Deposits or partial payments will not be accepted. Acceptable forms of payment are cash, check, and money orders (made payable to the Association). Fees for Special Events are printed annually and are available through the Association Office or on the Association Website www.mca80238.com. Special events such as Community Markets open to the public which are deemed as “Community Events” and sponsored by the Master Community Association will be eligible for reduced or waived Rental Fees and Security Deposits.

O. Security. Security may be required for Special Events based on the type of event, expected attendance, sales, cash handling and traffic control at the discretion of the Association.

P. Event equipment needs. The Permit Holder is responsible for providing all necessary equipment and services, including but not limited to canopies, tents, fencing, stages, bleachers, sound systems, chairs, tables, scaffolding, portable toilets, hand sinks, water or water containers, trash receptacles, trash pick-up, recycling, and clean-up crews.

Q. Portable toilets and trash receptacles. The Permit Holder is responsible for providing an adequate number of portable toilets, trash receptacles, and hand sinks when applicable and in locations determined by the Association. Existing facilities, including san-o-lets, restrooms, and dumpsters are for general Association Managed Facilities and may not be used in place of or to supplement Special Event requirements. The Permit Holder must provide one portable toilet for Special Events with 25 to 150 expected attendees. Thereafter, the Permit Holder must provide one portable toilet per 150 expected attendees. Portable toilets cannot be delivered before 5:00 p.m. the day before the Special Event, and must be picked up by 10:00 a.m. the day following the Special Event. A copy of the agreement must be received by the Association not less than 15 days prior to the Special Event date or the Special Event Permit may be revoked.

R. Special Event site diagram. A diagram of the Special Event site layout detailing planned activity areas, parking areas, location of portable toilets, hand sinks, trash receptacles, staging and sound equipment, canopies, tents, signage, vendor booths, etc., may be required to be submitted to the Association no later than 30 days prior to the Special Event date. The Special Event Permit will not be released until approval has been granted. If event publicity is released before diagrams have been approved, the Association will be not be held responsible for costs incurred due to changes.

S. Special Event impact. To determine pre-Special Event and post-Special Event impact to the Association Managed Facilities where expected attendance will exceed 100 attendees, the Association and the Permit Holder shall meet to perform a Special Event walk-through at least 7-10 days before and within 2 days after the Special Event. Both the Association and the Permit Holder will complete and sign an inspection assessment form at the pre-Special Event and post-Special Event walk- through. The Permit Holder will be required to restore and repair the

Association Managed Facilities to their pre-Special Event condition. Restoration and repairs include, but are not limited to, new turf, plant and tree replacement, structural damage, irrigation system, litter pick-up and power washing of hard surfaces. A damage deposit will be required for all Special Events except those noted above in section N. The damage deposit is due no later than 15 days prior to the Special Event or before the Special Event Permit will be released. The amount of the damage deposit is provided in Section N. above. The Permit Holder will be notified of any damages after the post-Special Event walk-through.

T. Applicable laws. The Permit Holder is responsible for obtaining, from the appropriate governmental agencies and other entities, all appropriate licenses, permits and other approvals for such Special Events, and shall operate the Special Event in accordance with all applicable laws.

U. Length of Special Event. Length of Special Events shall be determined by the Association, at its discretion.

V. Additional guidelines for Special Events.

a. Staking is allowed only on turf areas after a locate service is obtained.
b. No buried cables are allowed.
c. Golf carts should be utilized for Special Event operations; tractor trailers may be used on the street or available parking lot with pick-up trucks used to unload or pick-up equipment. No knobby tires; only carts with turf tires will be allowed.
d. Beverage vendors must be located on hard surfaces.
e. Non-food vendors may set up on grass areas provided foot traffic is routed on paved paths, sidewalks or roads.
f. Manhole covers may not be covered.
g. Sprinkler system and Association Managed Facilities must be protected from damaged during the Special Event.
h. All stage and trailer set-up must have ¾ inch plywood to protect turf.
i. Power units must have utility locates for grounding rods; paperwork must be reviewed by the Association.
j. Sufficient Special Event staff is required to monitor all of the above.

Appendix 8

Inspection Form

Inspection Checklist

Date: ___________________________

Property Address: ____

X	Issue Present	Description
	Non-Maintained Lawn Areas	
	Plants/Shrubs Overhanging Sidewalk/Alley	
	Dead/Diseased/Unpruned Trees	
	Excessive Weeds/Grass	
	Fence Requires Repair	
	Trash/Rubbish Present	
	Structure Requires Repair	
	Alley Maintenance Required	
	Alley Obstruction	

Inspector Name: ______________________________________

Inspector Signature: ____

Case Number Assigned: _________________________

Appendix 9

Reinspection Form

Date Due: _______________
Case Number: ____________

Re-Inspection Checklist

Date: _________________________

Property Address: ____

X	Issue Present	Approved	Comments
	Non-Maintained Lawn Areas		
	Plants/Shrubs Overhanging Sidewalk/Alley		
	Dead/Diseased/Unpruned Trees		
	Excessive Weeds/Grass		
	Fence Requires Repair		
	Trash/Rubbish Present		
	Structure Requires Repair		
	Alley Maintenance Required		
	Alley Obstruction		

Inspector Name: ___________________________________

Inspector Signature: ____

Appendix 10

Warning Letter

Date

Property Owner Name
Street
Denver, CO 80238

RE: Failure to Maintain Property Consistent with Community Declaration Rules and Regulations
Warning Letter
Case No. 2022-Number

Dear Name,

The Master Community Association (Association) is writing to you today regarding the real property you own at Address. As you know, the community in which you have chosen to purchase property is a covenant protected community. What this means is that there are certain restrictions in the form of the First Amended and Restated Community Declaration (Declaration), regarding the use of your property that has been recorded with the Denver County Clerk and Recorder. These restrictions are legally binding upon all property owners regardless of when they purchased their property, or whether they were provided with copies of the covenants at their closings. In addition, the Association has also adopted Rules and Regulations that govern the use of all properties that are binding upon the owners.
The Association received a complaint regarding the condition of your property. Upon inspection we have determined that there exists a violation of the Declaration and Rules and Regulations. The following issues were identified during the course of our inspection:

___ Non-maintained Lawn Areas

___ Plants/Shrubs Overhanging Sidewalk/Alley

___ Dead/Diseased/Unpruned Trees/Shrubs

___ Excessive Weeds/Grass

___ Fence Requires Repair

___ Trash/Rubbish Present

___ Structure Requires Repair

___ Alley Maintenance Required

___ Alley Obstruction

Within **10 days** of the date on this letter, you must have taken all steps necessary to replace, repair or otherwise resolve the identified violation. Thereafter, you must maintain your property on a continuing basis to include routine mowing, watering, pruning, trimming, removal of weeds and repair of structures and fences. Ensure the alley and all common space remains free from obstruction and landscaping is maintained.

Should you fail to comply with these requests within the time frame specified, the Association may issue fines not to exceed five hundred dollars ($500) and take further legal action against you requiring you to take the above requested action.
Pursuant to Section 38-33.3-209.5 of the Colorado Revised Statutes you are entitled to a hearing on the merits of this matter before an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on this letter. Failure to timely request a hearing in writing will cause the Association to determine you have waived such right. Address all correspondence as follows:

Compliance Coordinator
Master Community Association
8351 E. Northfield Blvd.
Denver CO 80238

We encourage you to contact us to develop a plan of action to cure this violation. Each case is assigned an inspector that has the authority to authorize extensions to the period of time required to cure a violation. Once you believe you have cured the violation you may submit visual evidence to the Association, and with our concurrence the matter can be closed. Otherwise no later than seven (7) days after the conclusion of the cure period listed herein the Association will re inspect the property to determine if the violation has been cured to our satisfaction.

It is important that you understand that the Association has a legal duty and obligation to enforce the covenants. Further, the covenants are not a tool to interfere with the rights of property owners to use their property as they see fit. The covenants are for every owner's benefit and, if enforced, protect and enhance the value of all of the property in the community. We trust you will give this matter your immediate attention. Should you have any questions or desire to discuss this further, please contact us directly by calling 303-388-0724 or by emailing communityservices@mca80238.com.

Sincerely,

Compliance Coordinator

Appendix 11

Notice of Violation, Health and Safety

NOTICE OF VIOLATION

____
Date

To the Owner/Occupant at: ____.

The Master Community Association received a complaint regarding the property listed above and after reviewing the condition of the property, the Association has determined that this property is in violation of the Community Declaration and Rules and Regulations.

The community in which this real property is located is a covenant protected community. What this means is that there are certain restrictions in the form of the First Amended and Restated Community Declaration (Declaration), regarding the use of the property that has been recorded with the Denver County Clerk and Recorder. These restrictions are legally binding upon all property owners regardless of when they purchased their property, or whether they were provided with copies of the covenants at their closings. In addition, the Association has also adopted Rules and Regulations that govern the use of all properties that are binding upon the owners.
The following issues were identified during the course of our inspection:

___ Trash/Rubbish Present

____ Obstruction of the Alley

____ Prohibited Parking

___ Other: ___________________________________

You have failed to maintain your property, as such, you are in violation of the covenants. The Association has reasonably determined that the violation threatens the public safety and health and therefore will exercise all remedies at law and equity to bring this property into compliance.
Within **72 hours** you must have taken all steps necessary to improve the condition of the property and cure the violation.

Required Improvements:
____
____
____
____

Thereafter, you must maintain your property on a continuing basis in compliance with the Declaration and Rules and Regulations.

Should you fail to comply with these requests within the time frame specified, the Association will fine you fifty dollars ($50) every day the violation exists, and we will take further legal action against you requiring you to take the above requested action.
Pursuant to Section 38-33.3-209.5 of the Colorado Revised Statutes you are entitled to a hearing on the merits of this matter before an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on this letter. Failure to timely request a hearing in writing will cause the Association to determine you have waived such right.
Address all correspondence as follows:

Compliance Coordinator
Master Community Association
8351 E. Northfield Blvd.
Denver CO 80238

We encourage you to contact us to develop a plan of action to cure this violation. Each case is assigned an inspector that has the authority to authorize extensions to the period of time required to cure a violation. Once you believe you have cured the violation you may submit visual evidence to the Association, and with our concurrence the matter can be closed. Otherwise, the Association will re inspect the property in 72 hours and if the violation has not been cured will cause fines and additional legal action to commence.

This notice has been physically posted to the door of the property described herein, served to the occupant of the property or some combination of both. It has also been placed in the mail.

It is important that you understand that the Association has a legal duty and obligation to enforce the covenants. Further, the covenants are not a tool to interfere with the rights of property owners to use their property as they see fit. The covenants are for every owner's benefit and, if enforced, protect and enhance the value of all of the property in the community. We trust you will give this matter your immediate attention. Should you have any questions or desire to discuss this further, please contact us directly by calling 303-388-0724 or by emailing communityservices@mca80238.com.
Sincerely,

Compliance Coordinator

Appendix 12

Notice of Violation

Date

Property Owner
Address
Denver, CO 80238

RE: Failure to Maintain Property Consistent with Community Declaration Rules and Regulations
First/Second Notice of Violation

Case No. 2022-Number

Dear Name,

The Master Community Association (Association) is writing to you today in follow up to the letter we sent on date regarding the real property you own at Address. As you know, the community in which you have chosen to purchase property is a covenant protected community. What this means is that there are certain restrictions in the form of the First Amended and Restated Community Declaration (Declaration), regarding the use of your property that has been recorded with the Denver County Clerk and Recorder. These restrictions are legally binding upon all property owners regardless of when they purchased their property, or whether they were provided with copies of the covenants at their closings. In addition, the Association has also adopted Rules and Regulations that govern the use of all properties that are binding upon the owners.

You have failed to maintain your property. You received a previous letter where we attempted to work with you to resolve these issues, you refused to engage with us and failed to comply with our requests. As of the writing of this letter we have found the condition of the property to be substantially similar to the condition when we wrote you previously. As such, you are in violation of the covenants, and we hereby declare your property a nuisance. You are advised that the Association intends to exercise all remedies at its disposal including fines and additional legal action.

We encourage you to review the Declaration and Rules and Regulations, specifically, the Declaration at Article 7, Section 7.5 provides in part:

> Units to be Maintained. Owners of a Unit are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries except as such maintenance, repair and replacement are expressly the obligation of any applicable Neighborhood Association for that Unit. Each Unit and the Improvements on a Unit, shall, at all times, be kept in a clean, sightly, and wholesome condition.

The Declaration at Article 7, Section 7.6 provides in part:

> Landscaping Requirements of Owners/Restrictions and Maintenance Covenants. All portions of a Unit not improved with a residence, building, driveway, walkways, patios or decks (referred to as the unimproved area or landscaped areas of a Unit) shall be landscaped by the Owner thereof or a Builder, other than the Declarant. Any portions of a Unit that are not landscaped by a Builder must be fully landscaped by the Unit Owner, no later than one (1) year after the first

occupancy of any portion of the Unit. The landscaping of each Unit, having once been installed, shall be maintained by the Owner, or the applicable owner association or Neighborhood Association, in a neat, attractive, sightly and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly materials, and removal of weeds and debris.

The Declaration at Article 7, Section 7.9 provides in part:

> Use of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Community Association. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Community Association.

The Declaration at Article 11, Section 11.3 provides in part:

> Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Community 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 Community Declaration.

Within **30 days** of the date on this letter, you must have taken all steps necessary to replace, repair or otherwise resolve the identified violation. Thereafter, you must maintain your property on a continuing basis to include routine mowing, watering, pruning, trimming, removal of weeds and repair of structures and fences. Ensure the alley and all common space remains free from obstruction and landscaping is maintained.

Should you fail to comply with these requests within the time frame specified, the Association will have no choice but to fine you in the amount listed below, this is in addition to any other fines already issued.

FINE AMOUNT: $200/$300

Pursuant to Section 38-33.3-209.5 of the Colorado Revised Statutes you are entitled to a hearing on the merits of this matter before an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on this letter. Failure to timely request a hearing in writing will cause the Association to determine you have waived such right. Address all correspondence as follows:

> Compliance Coordinator
> Master Community Association
> 8351 E. Northfield Blvd.
> Denver CO 80238

You should contact us to develop a plan of action to cure this violation. Each case is assigned an inspector that has the authority to authorize extensions to the period of time required to cure a violation. Once you believe you have cured the violation you may submit visual evidence to the

Association, and with our concurrence the matter can be closed. Otherwise no later than seven (7) days after the conclusion of the cure period listed herein the Association will re inspect the property to determine if the violation has been cured to our satisfaction.

Please be advised that your failure to comply with the covenants may necessitate communication from our Attorney, therefore incurring attorneys' fees. Should it be necessary to file suit against you and should the Association prevail, the Association is entitled under statute to recover from you its attorney fees and costs associated with its suit.

It is important that you understand that the Association has a legal duty and obligation to enforce the covenants. Further, the covenants are not a tool to interfere with the rights of property owners to use their property as they see fit. The covenants are for every owner's benefit and, if enforced, protect and enhance the value of all of the property in the community.

We trust you will give this matter your immediate attention. Should you have any questions or desire to discuss this further, please contact us directly by calling 303-388-0724 or by emailing communityservices@mca80238.com.

Sincerely,

Compliance Coordinator

Appendix 13

Notice of Compliance

Date

Name
Street
Denver, CO 80238

RE: Failure to Maintain Property Consistent with Community Declaration Rules and Regulations
Notice of Compliance
Case No. 2022-Number

Dear Name,

The Master Community Association (Association) is writing to you today in follow up to the letter we sent on date regarding the real property you own at Address. The Association has reviewed the condition of your property and determined that the violation the Community Declaration and Rules and Regulations has been cured to the satisfaction of the Association.

No additional fines will be issued in this case and any fines that have previously been issued are withdrawn as of the date on this letter. Moving forward, you must maintain your property on a continuing basis to include routine mowing, watering, pruning, trimming, removal of weeds and repair of structures and fences. Ensure the alley and all common space remains free from obstruction and landscaping is maintained. The nuisance which you caused is deemed to have been abated. Please keep this letter and all other correspondence between you and the Association as your record of this matter. This case has been closed and no further action is required.

Should you have any questions or desire to discuss this further, please contact us directly by calling 303-388-0724 or by emailing communityservices@mca80238.com.
Sincerely,

Compliance Coordinator

Appendix 14

Tree Notice

MCA
CENTRAL PARK

Tree Notice

____
Date

The Master Community Association wanted to take a moment and write to you regarding the status of the trees on this property. Trees are an extremely valuable resource that provides attractive landscapes and much-needed shade from the high-altitude sun while cleaning the air and replenishing oxygen in the atmosphere. We need your support to care for and maintain your trees to ensure these vital assets can serve the entire community.
Property owners are responsible for pruning needs of private property trees and trees within the public right-of-way adjacent to their property. The responsibility of the property owner is defined in Chapter 57 of the Revised Municipal Code of the City and County of Denver.
The Association, working in partnership with the City has adopted Rules and Regulations to ensure propre maintenance of forestry assets. The Rules and Regulations state the following:

> It shall be the responsibility of the occupant and/or owner to cut, prune and remove all tree branches lower than eight (8) feet over sidewalks, thirteen and one half (13.5) feet over a street or alley, and remove any diseased, dead, dying or structurally unsound trees.

Trees must be maintained in a state of good repair at all times. There is no requirement that a tree be planted, but if a tree is planted it must be maintained alive and in good health. Pruning requirements exist to ensure vehicular travel and safe accessibility of sidewalks.
The Association has observed that your trees are in need of pruning or are dying or already dead. The purpose of our writing to you today is not to make accusations or demands but rather to start a conversation about how we can collaborate to ensure your trees receive the care they need.

The Association does have the power find your trees in violation issue find and take legal action against you. But that is not our desire, we hope that we can work together to address the needs of your trees without the need for additional legal action.

We look forward to speaking with you about your trees, you can contact us by phone at 303-38-0724 or by email communityservices@mca80238.com.

See reverse side for explanation.

Tree Pruning

Tree Health

Appendix 15

Fine Tracking Form

MCA
CENTRAL PARK

Fine Tracking Form

Date Case Opened: __________________________
Property Address:
____
Property Owner:
____
Case Number: __________________

First Fine Date ($50): _____________________________
Invoice Number: _____________________
Second Fine Date ($100): __________________________
Invoice Number: _____________________
Third Fine Date ($250): ____________________________
Invoice Number: _____________________
Fourth Fine Date ($500): ___________________________
Invoice Number: _____________________

Turned Over for Collection Date: ____________________
Vacate Request Date: _____________________________

Inspector Assigned: ____

Date Closed: _________________

Inspectors Signature: ____
(Inspector signs form after conclusion of the case)

Appendix 16

Parking Violation Notice

PARKING VIOLATION

Prompt Attention Required

Date: ____________ Time: ______________

Plate Number: ________________________

State: _____________

Make/Model: ________________________

Location: ____________________________

Violation Type:
___ Violation of Posted Sign
___ Appears to be Abandoned
___ Prohibited Oversized Vehicle Parking
___ Prohibited Trailer/Recreational Vehicle Parking
___ Prohibited Alley Parking
___ Prohibited Fire Lane Parking

Inspectors Name: ____________________________

Failure to Comply with Parking Regulation Will Result in Fines or Removal of the Vehicle

All vehicles that park on public right-of-way under the jurisdiction of the MCA, this includes all land owned by the Park Creek Metropolitan District, are subject to the Parking Rules and Regulations.

The vehicle identified above has been found to be in violation of the Parking Rules & Regulations.

The MCA may employ all legal means to enforce these rules and regulations.

Abandoned Vehicles – It shall be prohibited for a vehicle to be parked in the same place continuously for a period in excess of seventy-two (72) hours. A vehicle shall be considered in violation if it has not been moved at least one hundred (100) feet during the seventy-two-hour period of time.

Violation of Posted Sign – At any place where signs are posted, it shall be prohibited for a vehicle to be parked in any manner in violation of, or contrary to, the provisions contained on such signs.

Oversized Vehicles – It shall be prohibited to park a vehicle exceeding six thousand (6,000) pounds empty weight or twenty-two (22) feet in length for a period of time exceeding two (2) hours.

Trailers/Recreational Vehicles – It shall be prohibited to park on an automobile trailer, boat trailer, or recreational vehicle not attached to a licensed vehicle. An automobile trailer, boat trailer, or recreational vehicle attached to a licensed vehicle may be parked for a period of time not to exceed seventy-two (72) hours.

Alley Parking – It shall be prohibited to park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or freight, and no person shall stop, stand or park a vehicle within an alley.

Fire Lanes – It shall be prohibited park, stop or allow a vehicle to stand within ten (10) feet of a fire hydrant, or within twenty (20) feet of the entrance to any fire station, or within an area that has been designated by proper sign to be a fire lane.

Appendix 17

Parking Violation Logbook

Inspector Name:

____

Parking Violation Logbook

Date	Location	Make, Model	State	License	Violation
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire
					Sign Abandoned Trailer Oversized Alley Fire

Complete an entry for every parking violation notice issued.

Appendix 18

Parking Violation Envelope

PARKING VIOLATION

Prompt Attention Required

Appendix 19

Parking Violation Fine

PARKING VIOLATION

Prompt Attention Required

Date: ____________ Time: ______________

Plate Number: ________________________

State: _____________

Make/Model: ________________________

Location: ____________________________

Violation Type:
___ Failure to Move Vehicle Every 72 Hours
___ Prohibited Oversized Vehicle Parking
___ Prohibited Trailer/Recreational Vehicle Parking
___ Prohibited Alley Parking
___ Prohibited Fire Lane Parking

Fine Amount:
$50 Per Violation

$_______________

Inspectors Name: ____________________________

All fines must be paid or appealed within 10 days or issuance. After 10 days a late fee of $15 is added to each fine and interest is charged at a rate of 18% per week. The MCA may employ all legal means to collect outstanding or unpaid fines.

All vehicles that parked land owned by the Park Creek Metropolitan District, are subject to the Parking Rules and Regulations. Violation of the Rules and Regulations will result in first receiving a warning and then a fine. Fines are assessed to the property that the vehicle is parked adjacent to. If the adjacent property is not the owner of the vehicle the vehicle will be considered abandoned and removed from the public right-of-way and impounded.

Please remit payment addressed as follows:

Compliance Coordinator
Master Community Association
8351 Northfield Blvd.
Denver, CO 80238

You may contest this violation, within ten (10) days of the date of issuance. An appeal must be in writing and addressed as listed above. Include this notice in your appeal. After the appeal is received and administrative review of the violation will be conducted, and a hearing will be set before the compliance committee. You will receive notice of this meeting including its date and time by mail. You need not pay a fine while a violation is being appealed.

If you have any questions regarding this violation or how to pay the fine please call (303) 388-0724. For the complete list of Parking Rules and Regulations visit www.mca80238.com.

Date

Property Owner
Address
Denver, CO 80238

Dear Property Owner,

You are receiving this letter because the Master Community Association has identified a vehicle parked adjacent to the property listed above in violation of the Parking Rules and Regulations. A photograph of the offending vehicle is enclosed.
Type of Violation:
___ Failure to Move Vehicle Every 72 Hours
___ Prohibited Oversized Vehicle Parking
___ Prohibited Trailer/Recreational Vehicle Parking
___ Prohibited Alley Parking
___ Prohibited Fire Lane Parking

FINE AMOUNT: $Amount

The Association operates all property owned by the Park Creek Metropolitan District. The street on which the above-described vehicle is parked on is owned by the District. The Association has adopted Rules and Regulations to govern the use of parking on street owned by the District. You can view the entire Parking Rules and Regulations by visiting our website, www.mca80238.com.
We previously affixed a warning that the vehicle was parked in violation to the vehicle itself, our inspector returned following the warning and again found the vehicle parked in violation of the Rules and Regulations, therefore we have issued a fine in the amount listed above.

Fines must be paid or appealed within ten (10) days or the issuance of this notice. After ten (10) days a late fee of fifteen dollars ($15) is added to each fine and you may be responsible for additional interest. The Association may employ all legal means to collect outstanding or unpaid fines. This letter is not an attempt enforce a Covenant, Condition or Restriction; it is an attempt to collect a debt.
If the above-described vehicle is not your vehicle and is not owned by of any person residing in the real property listed above, please complete Non-Vehicle Owner Affidavit below. After completing the Non-Vehicle Owner Affidavit below return the letter to the Association.
You have the right to appeal this violation, you may file an appeal within ten (10) days of the date of this letter, if you fail to timely appeal the Association will determine you have waived

such right. After the appeal is received an administrative review of the violation will be conducted, and a hearing will be set before the Compliance Committee. You will receive notice of this hearing including its date and time by mail. You need not pay a fine while a violation is being appealed.

Address all correspondence as follows:

Compliance Coordinator
Master Community Association
8351 Northfield Blvd.
Denver, CO 80238

If you have any questions regarding this violation or how to pay the fine, please call (303) 388-0724.

Sincerely,

Compliance Coordinator

Non-Owner Vehicle Affidavit

I, ___________________________, the owner or resident of the real property listed above, certify that the vehicle found in violation of the Parking Rules & Regulations identified in this letter is not a vehicle owned or used by any individual residing at this property.

____ ______________________
Signature Date

Appendix 20

Abandoned Vehicle Letter

Date

Property Owner
Address
Denver, CO 80238

Dear Property Owner,

A vehicle has been reported as abandoned adjacent to your property. A description of the vehicle is below, and a picture is attached.

The vehicle is described as fol4lows:

Make: Make
Model: Model
License Plates: Plate

The Master Community Association operates all property on behalf of the Park Creek Metropolitan District. The street on which the above-described vehicle is parked is owned by the Park Creek Metropolitan District. The Association has adopted Rules and Regulations to govern parking on District owned streets.

We have determined that the above-described vehicle is in violation of the Parking Rules and Regulations specifically:

> It shall be prohibited for a vehicle to be parked in the same place continuously for a period in excess of seventy-two (72) hours. A vehicle shall be considered in violation if it has not been moved at least one hundred (100) feet during the seventy-two-hour period of time.

We understand that it is possible you may own this vehicle and are writing as a courtesy, prior to declaring the vehicle abandoned and having it removed. We would appreciate you contacting us by calling 303-388-0724 or by email communityservices@mca80238.com to discuss the vehicle. If we have not heard from you ten (10) days from the date of this letter, we will consider the vehicle abandoned and have it removed.

Sincerely,

Compliance Coordinator

Appendix 21

Tow Report

Vehicle Tow Report

Date of Report: _________________ Time of Report: __________

Inspector Name: ______________________________

Vehicle Information

Make/Model: ___________________ Color: __________________

License Plate: ________________ State: ________

Location of Vehicle: ______________________________________

Tow Information

Date of tow: ______________ Towing Company: __________________

Reason for Tow: ____
____
____

City Ticket: Y/N MCA Violation: Y/N MCA Sticker: Y/N

Condition of the vehicle (describe damage): _______________________________
____
____

Inspectors Signature: ______________________________

Submit report to compliance coordinator for review. Attach all relevant pictures, papers on windows (tickets), signs and a copy of the tow truck report, from the towing company. Reports must be completed within 24 hours of a tow. Be sure to sign the report.

Appendix 22

Park Rules Violation Order

MCA
CENTRAL PARK

Park Rules Violation

Parties Information

____
Last Name First Name DOB

____ _________________________
Address City State ZIP Phone

Location

_____________________________________ _____________________________
Park Name Date Time

Violation

___ Dogs Off-Leash ____ Fires or Fireworks ___ After Hour Use ____ Amplified Sound

___ Camping ____ Permit Required ___ Motor Vehicles ___ Other ____________________

You are served this civil violation order of the MCA Park Rules. By issuing this civil order you are found to have violated the MCA Park Rules. MCA Parks Rules are enforced on land owned by the Park Creek Metropolitan District operated by the Master Community Association. Failure to comply with park rules is trespassing and unlawful under the Revised Municipal Code of the City and County of Denver and the Aurora Municipal Code.

____ Warning

_____ Violation; you are ordered to immediately vacate the land or premises owned by the Park Creek Metropolitan District.

______________________________ ______________________________
Inspectors Name Signature

This order shall remain in effect for one year from the date of the order. You have the right to appeal this order. Such appeal must be made within ten (10) days of the date of this order and be in writing to the addresses below. Failure to timely appeal will cause the MCA to determine you have waived such right.

Compliance Coordinator
Master Community Association
8351 E. Northfield Blvd.
Denver CO 80238
(303) 388-0724

Appendix 23

Trespass Order

MCA
CENTRAL PARK

NOTICE OF TRESPASS

____
Date

____
Name

This civil order serves as notice that you ordered to vacate and forbidden from coming upon all land, structure or premises owned by the Park Creek Metropolitan District and operated by the Master Community Association.

This civil order is issued under the authority of the Denver Revised Municipal Code. Failure to comply with this lawful order shall subject you to criminal prosecution under DRMC 38-115. This order shall remain in effect from the date listed above until such time as you receive notice in writing revoking this order.

By Order:

________________________________	________________________________
Officials Name	Signature

By signing below, you certify you were served a copy of this order on the day listed above:

____
Person Served

You have the right to appeal this order. Such appeal must be made within ten (10) days of the date of this order and be in writing to the addresses below. Failure to timely appeal will cause the MCA to determine you have waived such right.

Compliance Coordinator
Master Community Association
8351 E. Northfield Blvd.
Denver, CO 80238

Date

Name
Addresses
City, State, Zip

Dear Name,

Brief Description of Incident

The Master Community Association, though the Second Revised and Restated Management Agreement with the Park Creek Metropolitan District operates, maintains, repairs and replaces all real property owned by the District or under the Districts lawful control. As property managers the Association may limit or otherwise exclude an individual from use of the real property for violation of the Rules and Regulations for Park Use.

This letter serves as notice that you are ordered and forbidden from coming upon all land, structure or premises owned by the Park Creek Metropolitan District and operated by the Master Community Association. This includes all parks, parkways, alleys, pools or other real property owned by the Park Creek Metropolitan District or under its lawful control.

This civil order is issued under the authority of the Denver Revised Municipal Code. Failure to comply with this lawful order shall subject you to criminal prosecution under DRMC 38-115. This order shall remain in effect for twelve (12) months from its date, unless rescinded in writing.

Should you fail to abide by this order you will be subject to arrest and criminal prosecution under the Revised Municipal Code of the City and County of Denver, see section 38-115 below.

Denver Revised Municipal Code: Section 38-115 – Trespass

a) It is unlawful for any person knowingly to enter or remain upon the premises of another when consent to enter or remain is absent, denied, or withdrawn by the owner, occupant, or person having lawful control thereof.

If you feel this order has been issued in error, you may appeal the order. An appeal must be made in writing within ten (10) days of the date of this letter. Failure to timely request an

appeal will cause the Association to determine that you have waived your right to an appeal. Appeals should be addressed as follows:

> Compliance Coordinator
> Master Community Association
> 8351 E. Northfield Blvd.
> Denver CO 80238

If you have any questions regarding this order or are interested in discussing the incident, you may contact myself by calling 303-388-0724 or emailing communityservices@mca80238.com.

Sincerely,

Compliance Coordinator

Appendix 24

Abandoned Property Notice

NOTICE

Date/Time: ______________________

Pursuant to D.R.M.C. Chapter 38-115 and Park Use Rules, it is unlawful to store personal possessions on public property or to leave anything unattended in a pocket park, picnic area, or sports field.

REMOVE ALL PERSONAL ITEMS FROM THIS AREA IMMEDIATELY

If these items are not removed within 24 hours and are unattended the MCA will regard the items as abandoned and will remove them.

Call (303) 388-0724 with any questions or concerns.

ALL PROPERTY REMOVED WILL BE DISPOSED OF.

MCA

Appendix 25

Large Scale Cleanup Notice

NOTICE TO VACATE

The Occupants of this Parkland are Ordered to Immediately Vacate
This Parkland Shall Remain Vacated Until Further Notice

This parkland is ordered closed to all public use until such time as this notice is removed.
All personal possessions placed upon the parkland are ordered removed immediately.

This Order Shall Take Effect:

DTATE

It is unlawful under city ordinance for any person to come upon this private property without the express written consent of the Master Community Association acting as an agent for the property owner Park Creek Metropolitan District.

All personal possessions located within the parkland that are unattended will be removed and disposed of.

Failure to comply with this posted order is trespassing and unlawful under city ordinance.

NO TRESPASSING

DRMC 38-115

Appendix 26

Notice of Hearing

Date
Name
Address
City, State, Zip

RE: Failure to Maintain Property Consistent with Community Declaration
Notice of Hearing
Case No. Number

Dear Name,

We are writing to you regarding the real property you own at Property Address. The Master Community Association issued a Notice of Violation regarding the condition of this property on Date. This letter alleged violation of the First Amended and Restated Community Declaration. This allegation was made following a complaint and subsequent inspection of the property by the Association.

As you know the community in which you own real property is protected by certain covenants, conditions and restrictions in the form of the First Amended and Restated Community Declaration, regarding the use of your property that has been recorded with the Denver County Clerk and Recorder.

Pursuant to Association's Policies and Procedures for Covenant Rule Enforcement (policy) you may request a hearing on the merits of the alleged violation. Colorado state law in Section 38-33.3-209.5 of the Colorado Revised Statutes, provides the Owner of a Common Interest Ownership Association, of which the Association meets the definition, the right to due process to adjudicate disputes arising from the Declaration, Bylaws, Rules and Regulations or other Governing Documents of a Common Interest Ownership Association.

The Board of Directors of the Association has delegated to the Compliance Committee authority to hear and adjudicate disputes arising out of the Declaration and Rules and Regulations. On Date, the Association received your request for a hearing.

This letter serves as notice that a hearing in this case will be conducted by the Associations Compliance Committee (committee) on **Date, at Time** in the administrative offices of the Association located at 8351 Northfield Blvd. Denver, CO 80238. This is a hybrid hearing, and we can provide video conference capability upon request.

Pursuant to Colorado law in Section 38-33.3-209.5 of the Colorado Revised Statutes, you have the right to be heard before an "Impartial Decision Maker." An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any

greater benefit or detriment than will the general membership of the Association." The Association has determined that committee members meet the definition of an Impartial Decision Maker.

We have attached to this letter a copy of all evidence the Association intends to present to the committee. The committee will hear the evidence presented by the Association and any evidence you may present. You are not required to attend the hearing, if you do attend the hearing, you or a designated representative, may, make an opening statement, present evidence and testimony, present witnesses and make a closing argument. The Association has the burden of proof and must prove by a preponderance of the evidence that a violation of the Community Declaration or Rules and Regulations has occurred, you need to prove nothing.

All hearings before the committee are held in executive session pursuant to Section 38-33.3-308(4)(e). of the Colorado Revised Statutes. After all relevant evidence has been presented the committee will deliberate in closed session. Consistent with policy the committee has ten (10) days from the date of the hearing to make its decision. Once the committee has made its decision you will be provided proper written notice by certified mail and any other method you indicated a preference for correspondence.

You are alleged to have violated the Community Declaration and Rules and Regulations. The Declaration at Article 7, Section 7.5 provides in part:

> Units to be Maintained. Owners of a Unit are responsible for the maintenance, repair, and replacement of the properties located within their Unit boundaries except as such maintenance, repair, and replacement are expressly the obligation of the applicable Sub-association for that unit. Each Unit, shall, at all times, be kept in a clean, sightly, and wholesome condition.

The Declaration at Article 7, Section 7.6 provides in part:

> Landscaping Requirements of Owners/Restrictions and Maintenance Covenants. All portions of a Unit not improved with a residence, building, driveway, walkways, patios, or decks (referred to as the unimproved area or landscaped areas of a Unit) shall be landscaped by the Owner thereof or a builder other than the Declarant. Any portions of the Unit that are not landscaped by the Builder, must be fully landscaped by the Unit Owner, no later than one (1) year after the first occupancy of any portion of the Unit. The landscaping of each Unit, having once been installed, shall be maintained by the Owner, or the applicable owner association (in the case of multifamily parcels), in a neat, attractive, sightly, and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly materials, and removal of weeds and debris.

The Declaration at Article 11, Section 11.3 provides in part:

> Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude in the Community 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 Community Declaration.

The committee will be asked to determine if you have committed violations of the above referenced parts of the Declaration. It is important that you understand that the Association has a legal duty and obligation to enforce the covenants. Further, the covenants are not a tool to interfere with the rights of property owners to use their property as they fit. The covenants are for every owner's benefit and protect and enhance the value of all the property in the community.
A complete copy of the Association Policies and Procedures of Covenant Rule Enforcement, Community Declaration, Compliance Committee Membership and Association Bylaws can be found by visiting our website www.mca80238.com.

If you have any questions regarding this notice, please contact me by phone at 303-388-0724.

Sincerely,

Compliance Coordinator

CC: Keven Burnett, Executive Director
Compliance Committee

Appendix 27

Hearing Procedure

Compliance Committee Hearing Script

The Board of Directors of the Master Community Association, delegated to the Compliance Committee authority to adjudicate disputes arising out of the First Amended and Restated Community Declaration. The compliance committee is sitting today to hear a case residing out of a dispute under the Declaration. My name is employee name in my role as title for the Executive Director the Association has designated me Association Compliance Coordinator. The Board of Directors of the Association appoints the employee designated as Compliance Coordinator to serve as presiding officer of any Compliance Committee hearing.

The Central Park community is a covenant protected community. What this means is that there are certain restrictions in the form of the First Amended and Restated Community Declaration (Declaration), regarding the use of your property that has been recorded with the Denver County Clerk and Recorder. These restrictions are legally binding upon all property owners regardless of when they purchased their property, or whether they were provided with copies of the covenants at their closings. In addition, the Association has also adopted Rules and Regulations that govern the use of all properties that are binding upon the owners. The Colorado Common Interest Ownership Act found in Section 38-33.3-102 of the Colorado Revised Statutes entitles all Owners to due process to due process when adjudicating a dispute arising out of the Declaration. The Association has adopted policy and procedure for covenant rule enforcement. The Declaration, Rules and Regulations, Policy and Procedures and all other governing documents can be found on our website, www.mca80238.com.

Pursuant to Section 38-33.3-308(4)(e) of the Colorado Revised Statutes all hearings are held in executive session. Anyone other than the members of the committee, Association staff and the respondent is asked to depart the hearing at this time.

This meeting is being recorded, the meeting recording is considered an Association document and access to the recording is governed by the Associations Document Retention and Destruction of Records Policy. Because this hearing is occurring in executive session access to recording is limited pursuant to Section 38-33.3-317 of the Colorado Revised Statute.

(Insure all non-relevant people have left the meeting)

Now that we have confirmed that the only attendees at this hearing are authorized to participate, we will processed with the hearing. The committee has been assembled to hear the case concerning the real property located at address owned by owners name.

Persons name (multiple if there are multiple) is here appearing on their own behalf/on behalf of the property owner. Name will be referred to as the respondent for the purposes of this hearing.

The owner of any real property in the community is entitled to a hearing, before the committee to resolve any dispute arising under the Declaration and Rules and Regulations, on the merits of the dispute provided that such hearing is requested in writing within ten (10) days of the date on the notice. The Association finds that a hearing was properly requested.

Pursuant to Section 38-33.3-209.5 of the Colorado Revised Statutes, the Owner of any real property has the right to be heard before an "Impartial Decision Maker" when adjudicating a dispute arising from the Declaration and Rules and Regulations. An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association."

Each member of the committee has been determined by the Association to meet the requirements of an impartial decision maker under Colorado law. I will now ask each committee present for this hearing to state their name and attest to meeting the requirements of an impartial decision maker for the record.

(Committee members state name and make appropriate attestation)

I want to describe how this hearing will be conducted. The committee and respondent have been provided a copy of the Associations case file regarding this matter. The committee may only refer to the materials in the case file provided to them or any materials presented by the respondent in this hearing, no other Association records shall be used or referred to in this hearing. All attendees understand they are responsible for being familiar and having reviewed the Associations governing documents.

I will read a description of the case that has necessitated this hearing from the memorandum sent to the committee and respondent prior to this hearing. The respondent will then have an opportunity to make an opening statement, present evidence and testimony, present witnesses and make a closing argument. The committee may ask appropriate questions of the respondent.

The Association has the burden of proof and must prove by a preponderance of the evidence that a violation of the Declaration and Rules and Regulations has occurred, the respondent has to prove nothing.

Once the evidence has been presented the committee will dismiss the respondent and enter closed session to deliberate and answer the questions before it. No later than ten (10) days after this hearing the committee will provide the respondent a written document with its decision. The decision will be sent to the respondent in the same manner as the notice of this hearing.

Before we proceed with the presentation of evidence does anyone have any questions?

(Allow opportunity to ask questions)

I will now read the description of the case.

(Read summery from the hearing memo)

The committee shall answer the following questions:

(Read questions before the committee in the memo)

The committee is in receipt of the same information that was shared with the respondent prior to this hearing. At this time the respondent is recognized to provide any information they wish to provide, and the committee may ask questions of the respondent.
(Respondent presents and committee asks questions)

Thank you for sharing your perspective, this information and answering the committees' questions. At this time if the respondent has a closing statement to provide, they may do so.

(Respondent closing statement)

This concludes the evidence portion of this hearing name thank you for joining us today to respond to our requests. Our community relies on neighbors like you who are willing to engage with the Association to resolve issues in a way that will provide the most value to the most people. The committee's findings will be delivered to you in writing using the same method we supplied the hearing notice. The committee's findings and decision will be supplied to you in no longer than ten (10) days from today. At this time, you are dismissed. Please take care.

At this time the committee will enter closed session to deliberate. Everyone other than the committee members and I are asked to depart the hearing at this time.

(Insure everyone has departed)

Committee you have heard the evidence and are now asked to answer the following questions:

(Questions from memo)

The committee will now discuss the questions.

(Committee discussion)

Now that the committee has discussed and deliberated, for the record the committee finds as follows:

(Summery of committee findings)

The committee has authorized me to draft correspondence that reflects this decision and to provide it to the Associations President for their signature. Are there any other questions at this time?

This concludes today's hearing, thank you for your time and service today.