

**FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.**

**DECLARATIONS  
of Covenants, Conditions and Restrictions**

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F.J. SERAFINI  
COUNTY CLERK  
DENVER COUNTY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC.

THIS DECLARATION is made this 23rd day of April,  
1982, by D.D.H. DEVELOPMENT, INC., a Colorado corporation  
(hereinafter collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real  
property situate in the City and County of Denver, State of  
Colorado, which is more particularly described on Exhibit  
"A", attached hereto and incorporated by reference herein;  
and

WHEREAS, Declarant desires to create thereon a recrea-  
tional area with permanent green areas, open spaces, and  
other facilities for the benefit of the Owners, and  
occupants of the real property described on Exhibit "B",  
attached hereto and incorporated by reference herein; and

WHEREAS, Declarant deems it desirable for the efficient  
preservation of the values and amenities in said  
recreational area, to create an entity to which to delegate  
and assign the powers of maintaining and administering the  
recreational area and facilities constructed thereon, and  
for administering and enforcing the covenants, restrictions,  
assessments, and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under  
the laws of the State of Colorado, the FOUR MILE VILLAGE  
RECREATIONAL ASSOCIATION, INC., a non-profit corporation,  
for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of  
the real property described on Exhibit "A" shall be held,  
transferred, devised, given, sold, and conveyed subject to  
the following easements, restrictions, liens, covenants, and  
conditions, all of which are for the purpose of enhancing  
and protecting the value, desirability and attractiveness of  
the real property. That these easements, covenants,  
restrictions, liens, and conditions shall run with the real  
property and shall be binding upon all parties <sup>DEPT 15</sup> having or  
acquiring any right, title or interest in the described  
properties or any part thereof, and shall be a burden upon  
and inure to the benefit of each owner thereof.

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## ARTICLE I

### Definitions

Section 1. "Association" shall mean and refer to the FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC., a Colorado corporation, not for profit, its successors and assigns.

Section 2. "Property, Properties or Recreational Area" shall mean and refer to that certain real property described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Member" shall mean and refer to every person or entity, including Declarant, who holds membership in the Association.

Section 4. "Residence" shall mean and refer to an individual residential dwelling Unit (i.e., Condominium Unit, single-family detached house, cluster home, rowhome, townhouse, apartment unit or other type of unit in a multi-family dwelling) constructed upon the real property described in Exhibit "B", and any amendments thereto by virtue of any annexation to Four Mile Village Condominiums and Four Mile Village Townhouses.

Section 5. "Owner" shall mean a person, persons, firm, corporation, partnership, association or other legal entity, or any combination thereof, which own(s) an interest in one or more Residence, but excluding, however, any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title to a Residence pursuant to foreclosure or any proceedings in lieu thereof).

Section 6. "Mortgage" shall mean any mortgage, deed of trust or other document pledging a Residence as security for the payment of a debt or obligation.

Section 7. "Mortgagee" shall mean any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns, or is secured by a Mortgage.

Section 8. "Declarant" shall mean D. D. H. Development, Inc., a Colorado corporation.

## ARTICLE II

### Membership

Every Owner shall be a Member of the Association. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Residence which is subject to assessment by the Association. Ownership of a Residence shall be the sole qualification for membership. Transfer of a Residence shall automatically transfer membership in the Association and all rights of the transferor with respect to the Recreational Area and the facilities located thereon.

## ARTICLE III

### Voting Rights

Section 1. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all of the Owners of Residence with the exception of the Declarant. Class A members shall be entitled to one vote for each Residence in which they hold the interest. When more than one person holds an interest in any Residence, all such persons shall be Members; provided, however, that the vote for such Residence shall be exercised as the several Owners among themselves determine, but in no event, shall more than one (1) vote be cast with respect to any one Residence.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Residence in which it holds an interest, provided that the Class B membership shall cease and be converted into Class A membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or

(b) December 31, 1988.

## ARTICLE IV

### Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Recreational Area, and such easement shall be appurtenant to and shall pass with the fee simple title to every

Residence; provided, however, that such right and easement of enjoyment in and to the Recreational Area shall be subject to the following:

(a) The right of the Association to limit the number of guests of an Owner who may use the Recreational Area and the facilities, if any, located thereon;

(b) The right of the Association to collect money upon a cost basis for the use of any facilities, if any, situated upon the Recreational Area;

(c) The right of the Association, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Recreational Area and facilities, and in aid thereof to mortgage or grant other security interests in the Recreational Area; provided, however, that the rights of any Mortgagee shall be subject to the rights of the Members while any Mortgage or note is current and not in default, and further, provided that no funds may be borrowed unless three-quarters (3/4) of the Owners other than Declarant agree to such action, and an instrument reflecting such agreement is recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado. No portion of the Recreational Area may be mortgaged or encumbered to secure such borrowing without the consent of three-quarters (3/4) of the Owners, and all of the First Mortgagees of Residences within the real property described on Exhibit "B" (based upon one (1) vote for each Residence encumbered), which consent shall be evidenced by an instrument reflecting the same recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado;

(d) The right of the Association to suspend the voting rights and right to use of the Recreational Area, if any, by an Owner for any period during which any assessment against his Residence remains unpaid; and the right of the Association to suspend the voting and right to use of the Recreational Area by an Owner for a period not to exceed ninety (90) days from any infraction of its published rules and regulations;

(e) The right of the Association to dedicate, sell or transfer all or any part of the Recreational Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members and First Mortgagees. No such dedication or transfer shall be effective unless three-quarters (3/4) of the Owners, and all of the First Mortgagees of Residences within the real property described on Exhibit "B" (based upon one (1) vote for each Residence encumbered) agree to such action and an instrument reflecting such agreement is

recorded with the Clerk and Recorder of the City and County of Denver, State of Colorado;

(f) The right of Declarant to use as much of the Recreational Area as it may deem necessary or advisable for the purpose of aiding in the construction and development of the Recreational Area, and the maintenance and repair of the same;

(g) The right of the Association to set hours for the use of any facilities, if any, located on the Recreational Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Recreational Area and facilities to the members of his family, his tenants, or contract purchasers who reside within the Residence.

Section 3. Title to the Recreational Area. Declarant hereby covenants for itself, its successors and assigns that it will convey title to the Recreational Area by one or more deeds to the Association, free and clear of all liens and encumbrances, except for easements, rights-of-way, and restrictions and covenants of record, prior to or contemporaneously with the conveyance of the last Residence located on or to be constructed on the real property described on Exhibit "B" or December 31, 1988, whichever event occurs first.

## ARTICLE V

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner, except Declarant, at any Residence situated on the real property described on Exhibit "B" or subsequently constructed thereon, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges; and

(b) Special assessments for capital improvements. Such assessments shall be fixed, established, and collected from time to time, as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection, including reasonable attorney's fees, as hereinafter provided, shall be a charge on his Residence and shall be a continuing lien upon the Residence against which each such assessment is made. Each such assessment,

together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Residence at the time when the assessment fell due. Declarant, for each Residence owned by it within the real property described on Exhibit "B", and for which a Certificate of Occupancy has been issued, hereby covenants and agrees to pay to the Association as hereinafter provided; provided, however, that the maximum assessment which may be assessed against Declarant shall not exceed Three Dollars (\$3.00) per Residence per month.

Section 2. Purpose of Assessments. The assessments levied by the Association through its Board of Directors shall be used exclusively for the purposes of promoting the Recreational Area and for the maintenance, repair, and upkeep of the Recreational Area; for the repairing, reconstructing, replacing, and maintaining of driveways, sidewalks, private roads, footpaths, utilities, landscaping, recreational facilities, and any other improvements located on the Property; for the maintenance of the value of the Recreational Area, and for other expenses which may be incurred by virtue of agreement with, or requirement of, the City, County or other governmental authorities. The assessments shall further be used to provide adequate insurance of all types, and in such amounts deemed necessary by the Board of Directors with respect to the Recreational Area. Also, a portion of the annual assessments, which are payable monthly, shall be used to provide an adequate reserve fund for the replacement, repair, and maintenance of those improvements located on the Recreational Area which must be replaced on a periodic basis, and the Board of Directors shall be obligated to establish such reserve fund.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Residence to an Owner, the maximum annual assessment shall be Three Hundred Seventy-Two Dollars (\$372.00) per Residence per year, equaling Thirty-One Dollars (\$31.00) per month.

(a) The annual assessment shall be payable monthly, in equal installments, commencing on the first month which an Owner takes title to a Residence. The Owner shall be liable for a pro rata share of that portion of the calendar year remaining upon taking title to a Residence.

(b) From and after January 1 of the year immediately following the conveyance of the first Residence to an Owner, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Residence to an Owner, the maximum annual assessment may be increased in an amount in excess of twenty-five percent (25%), only by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual assessment as provided for above.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Recreational Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Date of Commencement of Annual Assessments. Due Date. The annual assessments provided for herein shall commence as to each Residence on the date of conveyance thereof, and with respect to Residences owned by Declarant, upon the issuance of a Certificate of Occupancy. The first annual assessment shall be adjusted according to the number of months and days remaining in the calendar year.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Residences; provided, however, that Declarant shall not be obligated to pay the annual assessments for Residences owned by it until a Certificate of Occupancy for such a Residence has been issued, and further, provided that the amount of such assessments on Residences owned by Declarant shall not exceed Three Dollars (\$3.00) per Residence per month.

Section 7. Effect of Non-Payment of Assessments. Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If an assessment installment is not paid within thirty (30) days after the due date, said assessment installment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may assess a Five Dollar (\$5.00) per month late charge. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments. In addition to such action, or as an alternative thereto, the



Association may file with the Clerk and Recorder of the City and County of Denver, wherein the Property is situated, a Statement of Lien with respect to the Residence, setting forth the name of the Owner, the legal description of the Residence, the name of the Association, and the amount of delinquent assessments then owing, which Statement shall be duly signed and acknowledged by the President or a Vice-President of the Association, and which shall be served upon the Owner of the Residence by certified mail, return receipt requested, mailed to the address of the Residence or at such other address as the Association may have in its records for the Owner of the Residence. Ten (10) days following the mailing of such notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages on real property under the Statutes of the State of Colorado. In either a personal or foreclosure action, the Association shall be entitled to recover, as a part of the action, delinquent interest, late charges, costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Recreational Area or abandonment of his Residence.

Section 8. Subordination of the Lien to Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage or deed of trust, including all additional advances thereon. Sale or transfer of any Residence as a result of court foreclosure of a Mortgage, foreclosure through the Public Trustee, or any proceeding in lieu of foreclosure, including the transfer of a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, but shall not relieve any former Owner of personal liability therefor. The Mortgagee of such Residence who acquires title by way of foreclosure or the taking of a deed in lieu thereof shall not, however, be liable for any such past due assessments and shall only become liable for future assessments on the date it becomes the Owner of said Residence. No sale or transfer shall relieve such Residence from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property.

The following Property, subject to this Declaration, shall be exempt from the lien for assessments created herein:

- (a) All Properties dedicated to and accepted by a local public authority; and
- (b) The Pecreational Area.

Section 10.

Assessment Reserves. Each Owner shall be required to deposit within five (5) days after written notification, and thereafter to maintain with the

Association, an amount equal to two (2) times the monthly installment of the current annual monthly assessment as a reserve. Such reserve account shall not relieve an Owner from his obligation to pay his monthly installment of the annual assessment. The annual assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those improvements located on the Recreational Area that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

Section 11. Notice to Mortgagee. Upon request of the First Mortgagee of any Residence, the Association shall report to such First Mortgagee any unpaid assessments or other defaults under the terms of this Declaration which are not cured by said Mortgagee's mortgagor within sixty (60) days. In addition, each First Mortgagee of a Residence shall have the right to:

(a) Inspect the books and records of the Association during normal business hours;

(b) Receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and

(c) Written notice of all meetings of the Association and to designate a representative to attend all such meetings.

Section 12. Mortgagee Rights. First Mortgagees of Residences may, jointly or singly, pay taxes or other charges which are in default and which may, or have, become a charge against the Recreational Area or the improvements located thereon, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Recreational Area. First Mortgagees making such payments shall be owed immediate reimbursement therefor, from the Association.

## ARTICLE VI

### Architectural Control

Section 1. Review of Plans. No building, fence, wall, canopy, awning, structure of improvement shall be commenced, erected, altered, moved, removed or maintained upon the Recreational Area, nor shall any exterior addition to, or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design

and location in relation to surrounding structures and topography by the Board of Directors of the Association.

Section 2. Architectural Control. The Board of Directors of the Association shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Property conform to and harmonize with existing surroundings and structures.

Section 3. Procedures. The Board of Directors shall approve or disapprove all plans and requests within twenty (20) days after submission. In the event the Board of Directors fails to take any action within twenty (20) days after requests have been submitted, approval will not be required, and this Article VI will be deemed to have been fully complied with.

Section 4. Majority Vote. A majority vote of the Board of Directors is required for approval or disapproval of proposed amendments.

Section 5. Written Records. The Board of Directors shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 6. No Liability. The Board of Directors shall not be liable in damages to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

Section 7. Reservation of Right to Exercise by Declarant. Notwithstanding any other provision expressly or impliedly to the contrary contained in this Declaration, the Articles of Incorporation or By-laws of the Association, Declarant reserves the right to exercise the rights, duties and functions of the Association's Board of Directors regarding architectural control until the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or

(b) December 31, 1988.

## ARTICLE VII

### Use Restrictions

Section 1. The use of the Recreational Area and improvements thereon shall be subject to the restrictions set forth in Article IV, Section 1, and to those

restrictions hereinafter set forth.

Section 2. The use of the Recreational Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association or the Association.

Section 3. No use shall be made of the Recreational Area which would in any manner violate the statutes, rules, regulations, orders or decrees of any court or governmental authority having jurisdiction over the Recreational Area.

Section 4. No Owner other than Declarant shall place any structures upon the Recreational Area, nor shall any Owner do any act which would temporarily or permanently deny free access to any part of the Recreational Area to any Owner or Owners.

Section 5. No use shall ever be made of the Recreational Area which will deny ingress and egress to those Owners having access to Residences only over the Recreational Area and the right of ingress and egress to said Residences is hereby expressly granted.

Section 6. The Property is hereby restricted to use as a Recreational Area, and these uses related to that of maintaining private drives, roads, streets, fire lanes and trash containers, and uses related to the convenience and enjoyment of such uses. No buildings or structures erected upon the Property shall be moved from other locations onto the Property. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building, shall be used on any portion of the Property at any time, except as provided above.

Section 7. Damage to any portion of the Recreational Area and improvements located thereon caused by an Owner or his family or guests shall be paid for by said Owner. The term "damage" shall not include ordinary wear and tear.

Section 8. The Owner of any Residence shall not suffer or permit any noxious or offensive activity to be conducted, carried on or practiced on the Recreational Area which constitutes a nuisance as provided by law, or that will detract from the value, reasonable enjoyment and quality of the Property.

Section 9. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of construction and sale of the Residences, upon such portion of the Property as the Declarant may choose, such facilities as in its sole opinion may be reasonably required,

convenient or incidental to the construction and sale of said Residences, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 10. Any Owner who leases his Residence or the improvements constructed thereon shall be required to provide in his lease that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Association's Articles of Incorporation and By-laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

## ARTICLE VIII

### Easements

Section 1. Recreational Area. The easements over and across the Recreational Area shall be those shown, or provided for, upon any recorded plat encompassing the Recreational Area, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions.

Section 2. Encroachments. The Recreational Area shall be subject to a permanent easement for encroachment of improvements onto adjoining improvements; overhangs, as designed or constructed, by the Declarant; and for any encroachments occurring thereafter as a result of settling or shifting of any structure. A valid permanent easement shall exist for said encroachments and overhangs and for their maintenance, repair and replacement. If any structure is partially or totally destroyed, and then rebuilt, the Owners of Residences agree that minor encroachments of parts of construction onto adjacent improvements due to the reconstruction shall be permitted and that a valid easement for such overhangs and encroachments and the maintenance thereof shall exist.

Section 3. Utilities. There is hereby created a blanket easement upon, across, over and under all of the Recreational Area, except for improvements constructed thereon for installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, electricity and a master television antenna system, if any. By virtue of the easement, it shall be expressly permissible for the providing utility companies or municipalities supplying such utility service to erect and maintain the necessary equipment on the Property and to affix, repair and maintain water and sewer pipes, gas, electric and telephone wires, circuits, conduits and meters.

Section 4. Easement for Association. The Recreational Area shall be subject to an easement in the Association (including its agents, employees and contractors) for providing maintenance as provided herein.

## ARTICLE IX

### Insurance

Section 1. Insurance on Recreational Area. The Association shall maintain insurance covering all improvements located or constructed upon the Recreational Area. The Association shall maintain the following types of insurance on the improvements located on the Recreational Area.

A. A policy of property insurance in an amount equal to the full replacement value (i.e., 100% of current "replacement cost" exclusive of land, excavation and other items normally excluded from coverage) of the improvements located on Recreational Area with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operating of Building Laws Endorsement" or the equivalent, such insurance to afford protection against at least the following:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

(ii) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

(iii) The foregoing insurance shall be maintained unless 75% of the Owners and Mortgagees vote otherwise.

B. A comprehensive policy of public liability insurance covering all of the Recreational Area insuring the Association in an amount not less than One Million Dollars (\$1,000,000) covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, garagekeeper's liability, host liquor liability and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use.

C. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Association and all others who handle or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements.

(i) All such fidelity bonds shall name the Association as an obligee; and

(ii) Such fidelity bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves; and

(iii) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

D. All such policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a member of the Association and shall provide that the policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all insureds, including the Mortgagees of any Residence. Duplicate originals of all policies and renewals thereof, together with proof of payment of premiums, shall be delivered to any First Mortgagee of any Residence upon written request. The insurance shall be carried in blanket forms naming the Association as the insured, as trustee for each of the Owners.

Section 4. Reappraisal. The Association shall, at least every year, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents one hundred percent (100%) of the full replacement value of the improvements on the insurable Recreational Area.

Section 5. Notice of Damage. The Association shall notify each First Mortgagee of a Residence wherever damage to the Recreational Area and the improvements situated thereon exceeds Ten Thousand Dollars (\$10,000). Said notification shall be delivered within fifteen (15) days after the event causing the damage.

## ARTICLE X

### Damage or Destruction

Section 1. Damage to Recreational Area. In the event of damage or destruction to all or a portion of the Recreational Area due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to the Recreational Area damage or destruction are insufficient to repair and reconstruct the damaged or destroyed improvements located on the Recreational Area, the Association shall present to the Members a notice of special assessment for approval by the membership in accordance with Article V, Section 4. If such assessment is approved, the Association shall make such assessment and proceed to make such repairs or reconstruction. If such assessment is not approved, the insurance proceeds may be applied in accordance with the wishes of the membership as expressed by the written consent of seventy-five percent (75%) of the Owners other than Declarant, except that the proceeds shall not be distributed to the Owners, unless made jointly payable to Owners and the First Mortgagees of their respective Residences, if any. The assessment as to each Owner and Residence shall be equal to the assessment against every other Owner and Residence. Such assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than fifteen (15) days after written notice thereof. The assessment provided for herein shall be a debt of each Owner and a lien on his Residence and the improvements thereon and may be enforced and collected by foreclosure proceedings in the courts.

## ARTICLE XI

### Condemnation

Section 1. Condemnation. If at any time or times during the continuance of ownership pursuant to this Declaration, all or any part of the Recreational Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Article XI shall apply:

(a) Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.



(b) Complete Taking.

(i) In the event that all of the Recreational Area is taken or condemned, or sold or otherwise disposed of, in lieu of, or in avoidance thereof, the Condemnation Award shall be apportioned among the Owners equally and payment of said apportioned amounts shall be made payable to the Owner and the First Mortgagee of his Residence jointly; the First Mortgagee shall have the right to apply such proceeds to its mortgage outstanding at that time.

(ii) On the basis of the principal set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled.

(c) Partial Taking. In the event that less than the entire Recreational Area is taken or condemned, or sold or otherwise disposed of in lieu of, or in avoidance thereof, the Condemnation Award shall first be applied by the Association to the rebuilding and replacement of those improvements on the Recreational Area damaged or taken by the condemning public authority, unless seventy-five percent (75%) of the Owners and the First Mortgagees of all Residences agree otherwise. Any surplus of the award or other portion thereof not used for rebuilding and replacement shall be used by the association for the future maintenance of the Recreational Area.

(d) The Association shall give any First Mortgagee of a Residence timely written notice of any condemnation proceedings or threat thereof.

ARTICLE XII

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce and rights hereunder shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Annexation. Additional real property described on Exhibit "C", attached hereto and incorporated by reference herein, may be annexed to Four Mile Village Condominiums and Four Mile Village Townhouses, the Owners and Residences of which shall be members of the Four Mile Village Recreational Association, Inc., and shall be subject

to the terms and conditions hereof. Annexation by Declarant, its successors and assigns, can occur without consent of the Owners at any time or times prior to December 31, 1988. Addition property may be annexed by Declarant and conveyed to the Association, which shall be a part of the Recreational Area, without consent, if such property is annexed prior to December 31, 1988. Additional real property may be annexed to the Property only with the consent of two-thirds (2/3) of each class of Members.

Section 3. Special Amendments. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time, which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities; and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee deeds of trust covering Residences within seven (7) years from the date hereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence or obligation or other instrument affecting a Residence and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair a deed of trust upon a Residence or any warranties made by an Owner or holder of a deed of trust in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the deed of trust on such Owner's Residence.

Section 4. Other Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended only by an instrument signed by not less than seventy-five percent (75%) of the Owners and all of the First Mortgagees of Residences within the real property described on Exhibit "B" (based upon one (1) vote for each Mortgagee). Any such amendment must be properly recorded. Notwithstanding the above, unless all of the First Mortgagees of Residences (based upon one (1) vote for each First Mortgage owned or held) have given their prior written approval, the Association shall not be empowered or entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Recreational Area owned, directly or indirectly, by the Association for the benefit of the Owners (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Recreational Area shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission, change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the maintenance of the Recreational Area;

(d) Fail to maintain fire and extended coverage on insurable Recreational Area Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) Use hazard insurance proceeds for losses to any of the Recreational Area for other than the repair, replacement or reconstruction of such Area; and

(f) Terminate professional management of the Property.

Section 5. Declarant's Easements. Anything to the contrary herein notwithstanding, Declarant hereby reserves an easement and right-of-way over all of the Recreational Area for Declarant's use for the purpose of constructing improvements, utilities, and other matters, including the right to erect temporary buildings to store any and all materials. Declarant further reserves the right to use any completed structure for the purpose of a sales office or model home for demonstration purposes. This easement shall cease when Declarant has conveyed the last Residence or December 31, 1988, whichever occurs first.

Section 6. Professional Management. The Recreational Area may be managed by a professional real estate management company licensed to do business in the State of Colorado and the Association's Board of Directors shall be allowed to retain the services of such a company, provided that the term of any such contract shall not be in excess of one (1) year and shall be terminable on thirty (30) days written notice, with or without cause or the payment of a termination fee.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court

order shall in no way affect any other provision which shall remain in full force and effect.

Section 8. Controlling Document. In the event of any inconsistency between the terms of this Declaration of Covenants, Conditions and Restrictions and either the Articles of Incorporation or the By-laws of the FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC., the terms and provisions of this Declaration of Covenants, Conditions and Restrictions shall be controlling.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23rd day of April, 1982.



D.D.H. DEVELOPMENT, INC., a  
Colorado corporation

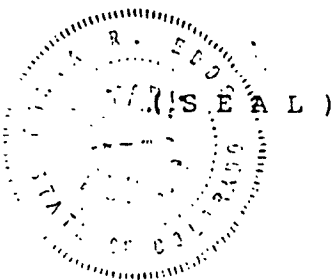
By: Mark I. Dushoff  
Mark I. Dushoff, President

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) ss.

The above and foregoing Declaration of Covenants, Conditions and Restrictions for FOUR MILE VILLAGE RECREATIONAL ASSOCIATION, INC., was subscribed and sworn to before me this 23rd day of April, 1982, by Mark I. Dushoff, President of D.D.H. Development, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission expires: My Commission Expires Sept. 23, 1982



Tracy P. Eld  
Notary Public  
Address: 70 SECURITY TITLE GUARANTY CO.  
11055 E. BETHANY DR. # 102  
AURORA, CO 80014

EXHIBIT A TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR FOUR MILE  
VILLAGE RECREATIONAL ASSOCIATION

**GINGERY ASSOCIATES, INC.**

CONSULTING ENGINEERS



2840 SO. VALLEJO ST.  
ENGLEWOOD, CO 80110  
(303) 761-4860

**PRINCIPALS**

PURUSHOTTAM DASS  
DERYL W. GINGERY  
WALLACE R. LUCHETTI  
FLOYD E. MONTGOMERY  
DAVID E. MOOTHART  
A.L. ROBINSON  
THOMAS J. STONE  
DOUGLAS C. STOVALL  
W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 11, 1982  
SHEET 1 OF 2

PHASE I - RECREATION ASSOCIATION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, A PORTION OF TRACT A, ALL OF TRACT B AND TRACT C, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°41'45" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF S. FOREST ST. AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 269.69 FEET TO THE TRUE POINT OF BEGINNING;
- (3) CONTINUING ALONG LAST SAID COURSE NORTH 0°00'00" EAST A DISTANCE OF 45.94 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE WEST LINE OF BLOCK 2, SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST ALONG SAID WEST LINE A DISTANCE OF 234.64 FEET TO THE SOUTH LINE OF LOT 5, SAID BLOCK 2; THENCE NORTH 89°57'13" EAST ALONG SAID SOUTH LINE A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF LOT 6, SAID BLOCK 2; THENCE SOUTH 89°57'13" WEST ALONG SAID NORTH LINE A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2; THENCE SOUTH 0°02'47" EAST ALONG SAID WEST LINE A DISTANCE OF 165.50 FEET; THENCE SOUTH 89°57'13" WEST A

EXHIBIT A TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR FOUR MILE  
VILLAGE RECREATIONAL ASSOCIATION

JOB NO. 1659.022  
FEBRUARY 11, 1982  
SHEET 2 OF 2

DISTANCE OF 132.00 FEET; THENCE SOUTH 77°18'42" WEST A DISTANCE OF 25.62 FEET; THENCE SOUTH 89°57'13" WEST A DISTANCE OF 33.00 FEET; THENCE NORTH 0°02'47" WEST A DISTANCE OF 128.00 FEET; THENCE NORTH 89°57'13" EAST A DISTANCE OF 38.68 FEET; THENCE NORTH 0°14'51" WEST A DISTANCE OF 139.22 FEET; THENCE NORTH 89°45'09" EAST A DISTANCE OF 106.81 FEET; THENCE NORTH 0°02'47" WEST A DISTANCE OF 92.00 FEET; THENCE NORTH 89°45'09" EAST A DISTANCE OF 14.49 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 101°32'13", A DISTANCE OF 8.86 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 78°27'47", A DISTANCE OF 41.08 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°45'09" WEST, ALONG SAID TANGENT, A DISTANCE OF 430.07 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°45'09", A DISTANCE OF 23.50 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 67,031 SQUARE FEET OR 1.539 ACRES.

*David E. Montgomery*  
REGISTERED LAND SURVEYOR

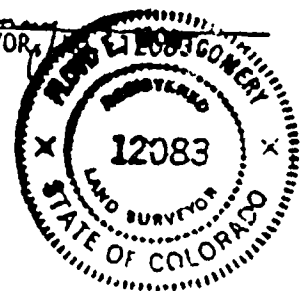


EXHIBIT B TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR FOUR MILE VILLAGE RECREATIONAL ASSOCIATION

A RESUBDIVISION OF A PART OF BLOCK 26 VIRGINIA VALE FILING NO. 3 AND A PART OF LOT 3 BOOTH'S SUBDIVISION AND ALL OF LOT 4 BOOTH'S SUBDIVISION LOCATED IN THE S.E.  $\frac{1}{4}$  OF THE N.E.  $\frac{1}{4}$  OF SECTION 18, T.4 S., R.67 W. OF THE 6TH P.M., CITY AND COUNTY OF DENVER, STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS that D.D.H. Development Inc., a Colorado Corporation, the City and County of Denver, a Municipal Corporation of the State of Colorado, and Mrs. Carmella DeSanti being the Owners and Milton B. Dorison, individual and Roger W. and Gloria C. Harlow, being the Holders of Deeds of Trust, have laid out, platted and subdivided into blocks, lots and tracts as shown on this map the land described as follows:

A Part of block 26 Virginia Vale Filing No. 3 and a part of lot 3 and all of lot 4, of Booth's Subdivision located in the Southeast quarter of the Northeast quarter of Section 18, Township 4 South Range 67 West of the 6th Principle Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Southeast quarter of the Northeast quarter of Section 18, thence North along the West line of said Southeast quarter a distance of 330.57 feet to a point of intersection with the South line of said lot 4 extended Westerly; thence on angle to the right of  $89^{\circ}44'46''$  and along said South line extended a distance of 30.00 feet to the Southwest corner of said lot 4 of Booth's Subdivision, said point being the true point of Beginning. Thence on an angle to the left of  $89^{\circ}44'46''$  and along the West line of said lots 4 and 3 of Booth's Subdivision a distance of 345.56 feet to a point on the southerly line of that parcel of land recorded in Book 1019 on Page 367, City and County of Denver Records; thence on an angle to the right of  $90^{\circ}00'00''$  a distance of 150.00 feet; thence on an angle to the left of  $90^{\circ}00'00''$  a distance of 50.00 feet; thence on an angle to the left of  $90^{\circ}00'00''$  a distance of 150.00 feet to the West line of said lot 3 of Booths Subdivision thence on angle to the right of  $90^{\circ}00'00''$  and along said West line of lot 3 of Booths Subdivision a distance of 265.56 feet to the Northwest corner of said Lot 3 of Booth's Subdivision; thence on an angle to the right of  $89^{\circ}45'09''$  and along the North line of said Lot 3 of Booth's Subdivision a distance of 632.09 feet to the Northeast corner of said Lot 3 of Booth's Subdivision thence on an angle to the right of  $90^{\circ}12'04''$  and along the East line of said Lots 3 and 4 of Booth's Subdivision a distance of 661.05 feet to the Southeast corner of said Lot 4 of Booth's Subdivision; thence on an angle to the right of  $89^{\circ}47'33''$  and along said South line of Lot 4 of

EXHIBIT B TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
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Booth's Subdivision a distance of 172.63 feet to the point of intersection with the Westerly right-of-way line of S. Glencoe St., as platted in Virginia Vale Filing No. 3, City and County of Denver records; thence on an angle to the left of  $90^{\circ}00'00''$  and along said Westerly right-of-way line of S. Glencoe St., a distance of 16.00 feet to the Northeast corner of Lot 8, Block 26, Virginia Vale Filing No. 3; thence on an angle to the right of  $90^{\circ}00'00''$  and along the North line of Lots 8 and 1 of said Block 26; Virginia Vale Filing No. 3 a distance of 199.86 feet to the point of intersection with the Easterly right-of-way line of S. Flamingo Ct., as platted in said Virginia Vale Filing No. 3, said point being a point on a non-tangent curve; thence on an angle to the right of  $88^{\circ}30'47''$  to the tangent of said non-tangent curve to the right and along said Easterly right-of-way line of S. Flamingo T., having a radius of 383.06 feet and a central angle of  $01^{\circ}20'13''$ , an arc distance of 9.94 feet to point of tangent; thence along said tangent and continuing along said Easterly right-of-way line of S. Flamingo Ct. a distance of 6.06 feet to the point of intersection with said South line of Lot 4 of Booth's Subdivision; thence on an angle to the left of  $90^{\circ}00'00''$  and along said South line of Lot 4 of Booth's Subdivision a distance of 260.00 feet to The Point of True Beginning, containing 413,739 square feet or 9.498 acres.

Under the name and style of "Four Mile Village" and by these presents do hereby dedicate to the City and County of Denver the streets, avenues, wastewater easements and other public places hereon shown and not already otherwise dedicated for public use, also to the City and County of Denver and serving public utilities, cable television and other easements as shown.



EXHIBIT C TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR FOUR MILE  
VILLAGE RECREATIONAL ASSOCIATION

**GINGERY ASSOCIATES, INC.**



CONSULTING ENGINEERS

2840 SO. VALLEJO ST.  
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**PRINCIPALS**

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THOMAS J. STONE  
DOUGLAS C. STOVALL  
W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE II - RECREATION ASSOCIATION

A PARCEL OF LAND BEING ALL OF TRACT D, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH  $0^{\circ}00'00''$  EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH  $89^{\circ}44'46''$  EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH  $2^{\circ}39'04''$  EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH  $0^{\circ}00'00''$  EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH  $89^{\circ}45'09''$  EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE WEST LINE OF BLOCK 2, SAID FOUR MILE VILLAGE; THENCE SOUTH  $0^{\circ}02'47''$  EAST ALONG SAID WEST LINE A DISTANCE OF 400.14 FEET TO THE SOUTHWEST CORNER OF LOT 9, SAID BLOCK 2 BEING THE TRUE POINT OF BEGINNING; THENCE NORTH  $89^{\circ}57'13''$  EAST ALONG THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID BLOCK 2; THENCE SOUTH  $0^{\circ}02'47''$  EAST ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF LOT 10, SAID BLOCK 2; THENCE SOUTH  $89^{\circ}57'13''$  WEST ALONG SAID NORTH LINE A DISTANCE OF 116.00 FEET TO THE WEST LINE OF SAID BLOCK 2; THENCE NORTH  $0^{\circ}02'47''$  WEST ALONG SAID WEST LINE A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1,740 SQUARE FEET OR 0.040 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR  
12083  
STATE OF COLORADO

EXHIBIT C TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR FOUR MILE VILLAGE RECREATIONAL  
ASSOCIATION

**GINGERY ASSOCIATES, INC.**

CONSULTING ENGINEERS



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ENGLEWOOD, CO 80110  
(303) 761-4860

**PRINCIPALS**

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DOUGLAS C. STOVALL  
W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 2

PHASE III - RECREATION ASSOCIATION

A PARCEL OF LAND BEING A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 85.87 FEET TO A POINT OF CURVE, SAID POINT BEING ON SAID TRACT A AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID TRACT A, THE FOLLOWING SIX (6) COURSES:

- (1) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 87°05'42", A DISTANCE OF 22.80 FEET TO A POINT OF TANGENT;
- (2) NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 96.17 FEET TO A POINT OF CURVE;
- (3) ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 32.73 FEET TO A POINT OF TANGENT;
- (4) NORTH 74°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 35.00 FEET TO A POINT OF CURVE;
- (5) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 78.71 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 20.61 FEET TO A POINT OF TANGENT;
- (6) NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 259.93 FEET;

2573 459

EXHIBIT C TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR FOUR MILE  
VILLAGE RECREATIONAL ASSOCIATION

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 2 OF 2

THENCE DEPARTING SAID SOUTH LINE NORTH 89°44'46" EAST A DISTANCE OF 5.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°12'27", A DISTANCE OF 39.36 FEET TO A POINT OF TANGENT; THENCE SOUTH 0°02'47" EAST, ALONG SAID TANGENT, A DISTANCE OF 55.40 FEET TO THE NORTH LINE OF TRACT E; THENCE NORTH 89°57'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO THE WEST LINE OF BLOCK 2, FOUR MILE VILLAGE; THENCE NORTH 0°02'47" WEST, ALONG SAID WEST LINE A DISTANCE OF 220.50 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°57'13" WEST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 0°02'47" EAST, A DISTANCE OF 70.12 FEET; THENCE NORTH 89°57'13" EAST, A DISTANCE OF 15.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 7.85 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°47'33", A DISTANCE OF 47.02 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 260.22 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 103.71 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 27.15 FEET TO A POINT OF TANGENT; THENCE SOUTH 74°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 35.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 26.18 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 93.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°54'18", A DISTANCE OF 24.32 FEET TO THE EAST LINE OF SOUTH FOREST STREET; THENCE SOUTH 2°39'04" WEST, ALONG SAID EAST LINE, A DISTANCE OF 55.07 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 19,548 SQUARE FEET OR 0.449 ACRES.

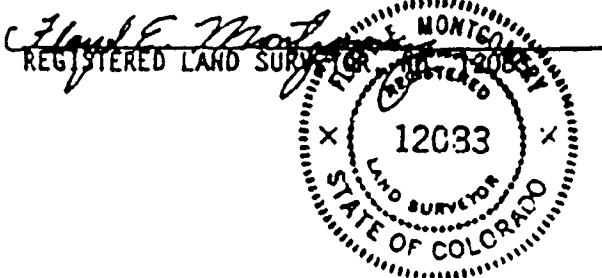


EXHIBIT C TO THE DECLARATION OF COVENANTS,  
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**GINGERY ASSOCIATES, INC.** VILLAGE RECREATIONAL ASSOCIATION



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W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE V - RECREATION ASSOCIATION

A PARCEL OF LAND BEING A PORTION OF TRACT E, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 315.63 FEET TO THE NORTH LINE OF SAID FOUR MILE VILLAGE;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°45'09" EAST ALONG SAID NORTH LINE A DISTANCE OF 500.09 FEET TO THE NORTHWEST CORNER OF BLOCK 2 SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST, ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 635.64 FEET TO THE SOUTHEAST CORNER OF TRACT A, FOUR MILE VILLAGE, BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE, SOUTH 0°02'47" EAST A DISTANCE OF 5.00 FEET TO THE SOUTHWEST CORNER OF LOT 15, SAID BLOCK 2, FOUR MILE VILLAGE; THENCE NORTH 89°57'13" EAST, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 116.00 FEET TO THE EAST LINE OF SAID FOUR MILE VILLAGE; THENCE SOUTH 0°02'47" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID FOUR MILE VILLAGE; THENCE SOUTH 89°44'46" WEST, ALONG THE SOUTH LINE OF SAID FOUR MILE VILLAGE, A DISTANCE OF 112.63 FEET; THENCE NORTH 64°22'51" WEST A DISTANCE OF 31.48 FEET; THENCE NORTH 0°02'47" WEST A DISTANCE OF 11.78 FEET TO THE SOUTH LINE OF TRACT A; THENCE NORTH 89°57'13" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.064 SQUARE FEET OR 0.064 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR NO. 12083  
ENGLEWOOD - GRAND JUNCTION  
STATE OF COLORADO  
12083

EXHIBIT C TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR FOUR MILE  
**GINGERY ASSOCIATES, INC.** VILLAGE RECREATIONAL ASSOCIATION



CONSULTING ENGINEERS

2840 SO. VALLEJO ST.  
ENGLEWOOD, CO 80110  
(303) 761-4860

**PRINCIPALS**

PURUSHOTTAN GASS  
DERYL W GINGERY  
WALLACE R LUCHETTI  
FLOYD E MONTGOMERY  
DAVID E MOCHART  
A L ROBINSON  
THOMAS J STONE  
DOUGLAS C STOVALL  
W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE VII - RECREATION ASSOCIATION

A PARCEL OF LAND BEING ALL OF TRACT F, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 3, SAID FOUR MILE VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 3, THE FOLLOWING FOUR (4) COURSES:

- (1) CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST A DISTANCE OF 200.00 FEET;
- (2) NORTH 64°08'10" EAST A DISTANCE OF 46.27 FEET;
- (3) NORTH 89°44'46" EAST A DISTANCE OF 67.12 FEET TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 3, BEING THE TRUE POINT OF BEGINNING;
- (4) CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 3;

THENCE DEPARTING SAID SOUTH LINE NORTH 0°15'14" WEST, ALONG THE WEST LINE OF SAID LOT 8, BLOCK 3, A DISTANCE OF 96.00 FEET TO THE SOUTH LINE OF TRACT A; THENCE SOUTH 89°44'46" WEST; THENCE ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK 3; THENCE SOUTH 0°15'14" EAST, ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 96.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1,440 SQUARE FEET OR 0.033 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR NO. 12083

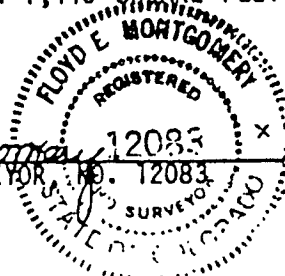


EXHIBIT C TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR FOUR MILE  
GINGERY ASSOCIATES, INC. VILLAGE RECREATIONAL  
ASSOCIATION



CONSULTING ENGINEERS

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ENGLEWOOD, CO 80110  
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AL ROBINSON  
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DOUGLAS C STOVALL  
W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE VIII - RECREATION ASSOCIATION

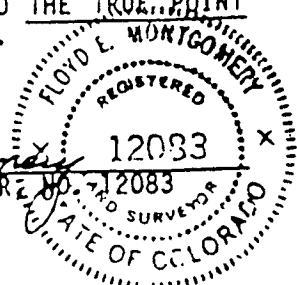
A PARCEL OF LAND BEING A PART OF TRACT G, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF FOUR MILE VILLAGE; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 89°44'46" EAST, ALONG THE SOUTH LINE OF SAID FOUR MILE VILLAGE, A DISTANCE OF 180.84 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 3, FOUR MILE VILLAGE, BEING THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, NORTH 0°15'14" WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 113.10 FEET TO THE SOUTH LINE OF TRACT A; THENCE ALONG THE SOUTH LINE OF SAID TRACT A, THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 74°44'46" EAST, A DISTANCE OF 0.85 FEET TO A POINT OF CURVE;
- (2) ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 78.71 FEET AND A CENTRAL ANGLE OF 10°29'22", A DISTANCE OF 14.41 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 3;

THENCE DEPARTING SAID SOUTH LINE SOUTH 0°15'14" EAST, ALONG THE WEST LINE OF SAID LOT 5 AND THE EXTENSION OF SAID WEST LINE, A DISTANCE OF 115.76 FEET TO THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE SOUTH 89°44'46" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1,721 SQUARE FEET OR 0.040 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR



GEORGE

EXHIBIT B TO THE DECLARATION OF  
FOUR MILE VILLAGE CONDOMINIUMS

Phase I

<u>Building 1 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.042	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	1,103	2.611	1,499.57	124.87
	10,560	24.996	14,353.60	1,195.56

<u>Building 2 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.042	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	1,103	2.611	1,499.57	124.87
	10,560	24.996	14,353.60	1,195.56

<u>Building 3 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.040	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	1,103	2.611	1,499.57	124.87
	10,560	24.996	14,353.60	1,195.56

EXHIBIT B TO THE DECLARATION OF  
FOUR MILE VILLAGE CONDOMINIUMS

<u>Building 4 Unit Number</u>	<u>Square Footage</u>	<u>Percent Share of Assessments</u>	<u>First Year Budget - \$57,433</u>	<u>Average Monthly Payment</u>
101A	883	2.09	1,200.34	99.98
102A	883	2.09	1,200.34	99.98
103B	838	1.983	1,138.89	94.86
104B	838	1.983	1,138.89	94.86
201C	1,285	3.042	1,745.96	145.50
202C	1,285	3.042	1,745.96	145.50
203D	1,171	2.772	1,592.04	132.57
204D	1,171	2.772	1,592.04	132.57
205E	1,103	2.611	1,499.57	124.87
206E	<u>1,103</u>	<u>2.611</u>	<u>1,499.57</u>	<u>124.87</u>
	10,560	24.996	14,353.60	1,195.56

<u>Total Square Feet</u>	<u>Total Percent Share of Assessments</u>	<u>Total First Year Budget</u>
42,240.00	99.984 <sup>1</sup>	57,414.40 <sup>1</sup>

Example: 883 square feet ÷ 42,240 = 2.09

<sup>1</sup> Where the Total Percent Share of Assessments equals less than 100% after each percent per Unit has been carried to the nearest thousand percent, then the remainder shall be allocated evenly among all Unit Owners.

For example, the First Year Budget is \$57,433. After allocating percentages per Unit to the nearest thousand percent, the Total Percent Share of Assessments is 99.984%; that percent of \$57,433 = \$57,414.40 resulting in a remainder of \$18.60, which amount is to be divided among all Unit Owners equally.



EXHIBIT C TO THE DECLARATION OF  
FOUR MILE VILLAGE CONDOMINIUMS

**GINGERY ASSOCIATES, INC.**



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JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE V - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 345.93 FEET TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 105.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.59 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 0°00'00" EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT, A DISTANCE OF 176.30 FEET; THENCE SOUTH 0°02'47" EAST, A DISTANCE OF 153.11 FEET; THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 56.25 FEET; THENCE NORTH 0°15'14" WEST, A DISTANCE OF 11.80 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 69.37 FEET TO A POINT ON A CURVE, WHENCE THE CENTER OF SAID CURVE BEARS NORTH 46°34'04" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 46°18'50", A DISTANCE OF 32.33 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 50.00 FEET; THENCE NORTH 0°15'14" WEST, A DISTANCE OF 104.39 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 29,099 SQUARE FEET OR 0.668 ACRES.

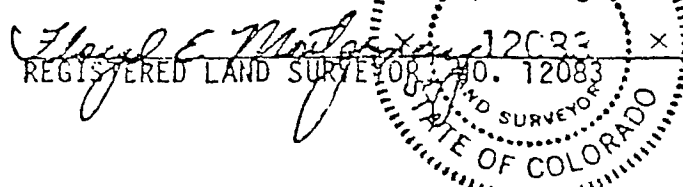


EXHIBIT C TO THE DECLARATION OF  
FOUR MILE VILLAGE CONDOMINIUMS

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W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE VI - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 237.67 FEET TO THE TRUE POINT OF BEGINNING;
- (2) CONTINUING ALONG LAST SAID COURSE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 108.26 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 105.41 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 0°15'14" EAST, A DISTANCE OF 107.65 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 110.90 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 11,669 SQUARE FEET OR 0.268 ACRES.

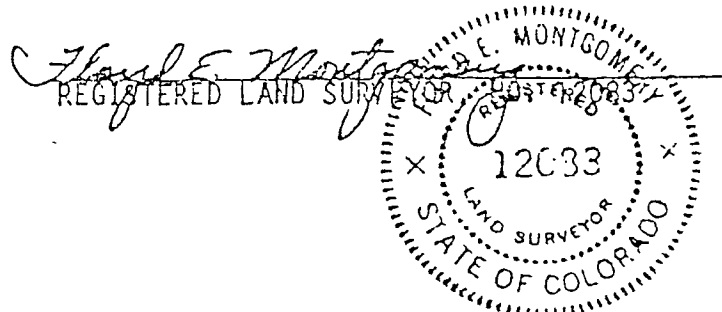


EXHIBIT C TO THE DECLARATION OF  
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JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE VII - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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- (1) NORTH 2°39'04" EAST A DISTANCE OF 140.94 FEET TO THE TRUE POINT OF BEGINNING;
- (2) CONTINUING ALONG LAST SAID COURSE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 96.73 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 89°44'46" EAST, A DISTANCE OF 110.90 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 87.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 75.82 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°54'18", A DISTANCE OF 24.32 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 12,594 SQUARE FEET OR 0.289 ACRES.

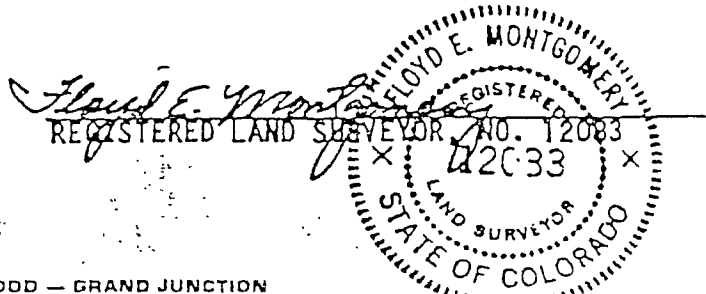
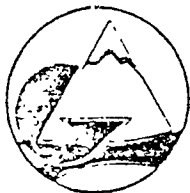


EXHIBIT C TO THE DECLARATION OF FOUR MILE  
VILLAGE CONDOMINIUMS

**GINGERY ASSOCIATES, INC.**

CONSULTING ENGINEERS

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W. KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 2

PHASE IV - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

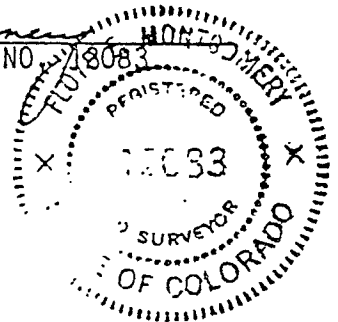
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 345.93 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 105.41 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 104.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°44'46" EAST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 46°18'50", A DISTANCE OF 32.33 FEET; THENCE NORTH 89°44'46" EAST, A DISTANCE OF 69.37 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 87.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 44.22 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 103.71 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 27.15 FEET TO A POINT OF TANGENT; THENCE SOUTH 74°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 35.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 26.18 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°44'46" WEST, ALONG SAID TANGENT, A DISTANCE OF 17.55 FEET TO A POINT

EXHIBIT C TO THE DECLARATION OF FOUR MILE  
VILLAGE CONDOMINIUMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 2 OF 2

ON A CURVE, WHENCE THE CENTER OF CURVE BEARS NORTH  $0^{\circ}15'14''$  WEST; THENCE  
ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET  
AND A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , A DISTANCE OF 39.27 FEET TO A POINT OF  
TANGENT; THENCE NORTH  $0^{\circ}15'14''$  WEST, ALONG SAID TANGENT, A DISTANCE OF  
90.63 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 16,314 SQUARE FEET  
OR 0.375 ACRES.

*Floyd E. Montgomery*  
REGISTERED LAND SURVEYOR, NO. 18083



**GINGERY ASSOCIATES, INC.**

CONSULTING ENGINEERS

2840 SO. VALLEJO ST  
ENGLEWOOD, CO 80110  
(303) 761-4860



EXHIBIT C  
TO THE DECLARATION OF  
FOUR MILE VILLAGE  
CONDOMINIUMS

**PRINCIPALS**

PURUSHOTTAM DASS  
DERYL W GINGERY  
WALLACE R LUCHETTI  
FLOYD E MONTGOMERY  
DAVID E MOOTHART  
AL ROBINSON  
THOMAS J STONE  
DOUGLAS C STOVALL  
W KEVIN WILLIAMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 1 OF 2

PHASE III - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, AND A PART OF TRACT A, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE NORTH 2°39'04" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 140.94 FEET TO A POINT ON A CURVE, WHENCE THE CENTER OF SAID CURVE BEARS SOUTH 87°20'54" EAST; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 92°54'18", A DISTANCE OF 24.32 FEET TO A POINT OF TANGENT; THENCE NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 93.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 26.18 FEET TO A POINT OF TANGENT; THENCE NORTH 74°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 35.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 103.71 FEET AND A CENTRAL ANGLE OF 15°00'00", A DISTANCE OF 27.15 FEET TO A POINT OF TANGENT; THENCE NORTH 89°44'46" EAST, ALONG SAID TANGENT, A DISTANCE OF 44.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE, NORTH 89°44'46" EAST, A DISTANCE OF 216.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°47'33", A DISTANCE OF 47.02 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 7.85 FEET TO A POINT OF TANGENT; THENCE SOUTH 89°57'13" WEST, ALONG SAID

EXHIBIT C TO THE DECLARATION OF  
FOUR MILE VILLAGE CONDOMINIUMS

JOB NO. 1659.022  
FEBRUARY 22, 1982  
SHEET 2 OF 2

TANGENT, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID TANGENT NORTH 0°02'47" WEST, A DISTANCE OF 70.12 FEET; THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 87.00 FEET; THENCE SOUTH 77°18'42" WEST, A DISTANCE OF 25.62 FEET; THENCE SOUTH 89°57'13" WEST, A DISTANCE OF 89.25 FEET; THENCE SOUTH 0°15'14" EAST, A DISTANCE OF 75.20 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 21,269 SQUARE FEET OR 0.488 ACRES.

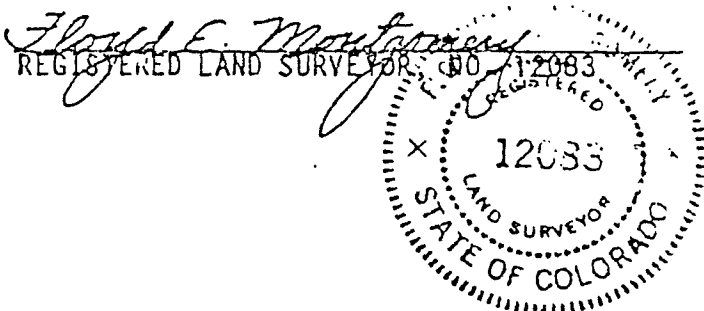


EXHIBIT C TO THE DECLARATION OF  
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KEVIN WILLIAMS

JOB NO. 1659-022  
FEBRUARY 22, 1982  
SHEET 1 OF 1

PHASE II - CONDOMINIUM ASSOCIATION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, FOUR MILE VILLAGE SITUATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 18; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 A DISTANCE OF 330.57 FEET TO THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID FOUR MILE VILLAGE; THENCE NORTH 89°44'46" EAST ALONG SAID EXTENSION A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH FOREST STREET AS DEDICATED BY THE PLAT OF SAID FOUR MILE VILLAGE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 2°39'04" EAST A DISTANCE OF 345.93 FEET;
- (2) NORTH 0°00'00" EAST A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1019 AT PAGE 367, CITY AND COUNTY OF DENVER RECORDS;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF SAID PARCEL AND THE EXTENSION OF SAID NORTH LINE, A DISTANCE OF 197.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST SAID COURSE NORTH 90°00'00" EAST A DISTANCE OF 112.54 FEET; THENCE SOUTH 0°02'47" EAST A DISTANCE OF 25.11 FEET; THENCE NORTH 89°57'13" EAST A DISTANCE OF 38.68 FEET; THENCE NORTH 0°14'51" WEST A DISTANCE OF 139.22 FEET; THENCE SOUTH 89°45'09" WEST A DISTANCE OF 151.13 FEET; THENCE SOUTH 0°14'51" EAST A DISTANCE OF 113.48 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 18,170 SQUARE FEET OR 0.417 ACRES.

